

ZB# 92-33

Mary Bonura

37-1-25

Prelim.

Oct. 5, 1992

OCPD to ~~the~~
notified on 10/23/92.

Ordered list on 10/8/92.

Public Hearing:

Nov. 9, 1992.

Notice to Sentinel 10/23/92
General 2nd to Sentinel 11/11/92.
Notice

Nov. 23, 1992

Adj. to - 11/23/92.
OCPD decision

Area Variances
Approved
11/23/92

92-33-Bonura, Mary
front yd. (canopy)



TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

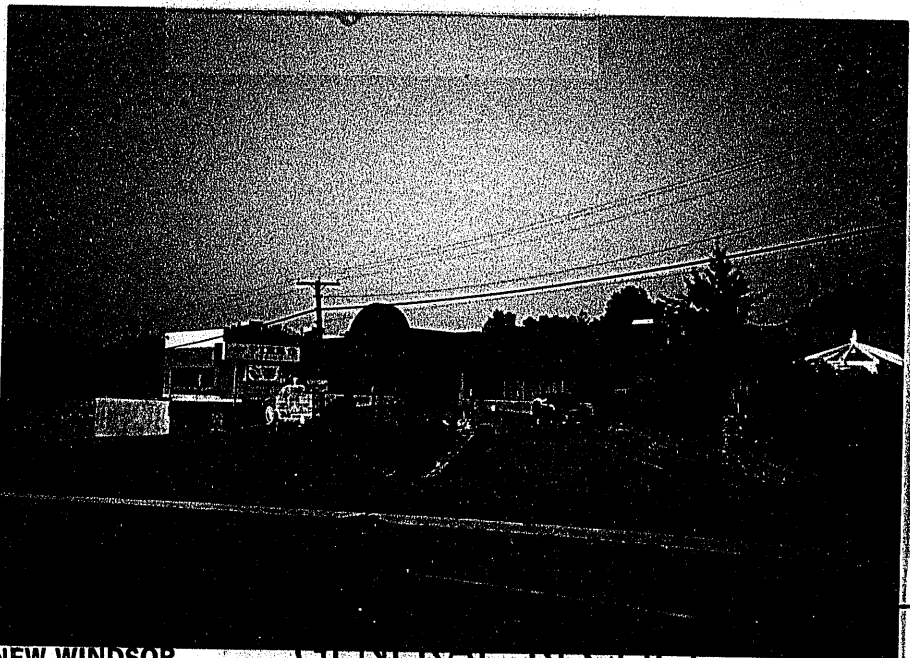
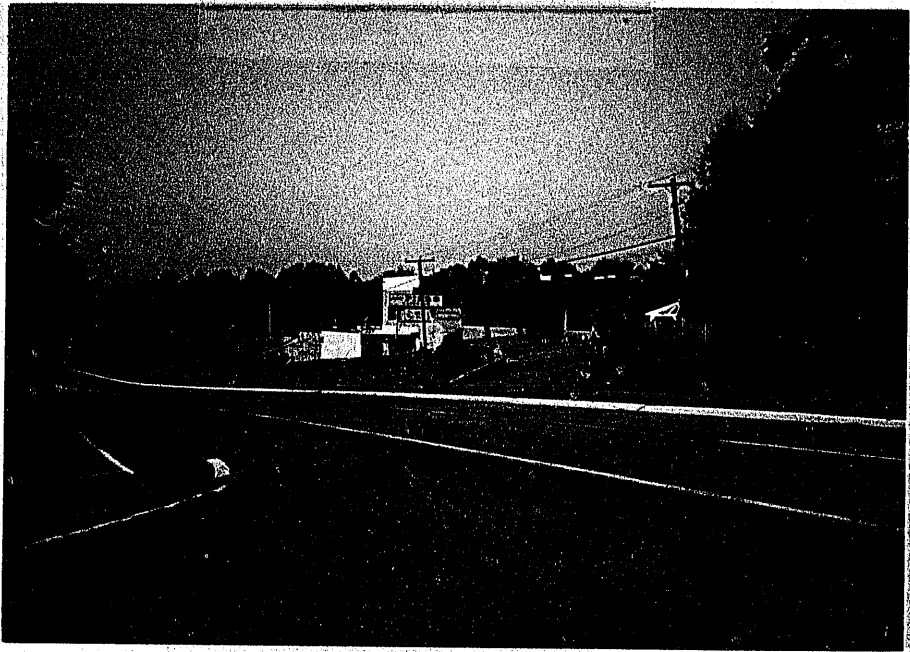
GENERAL RECEIPT

12926

10/8 19 92

1050504

10/8



TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

12926

Received of MFPJRT DBA Anthony's Pier 9 10/8 19 92 \$ 150.00

One Hundred fifty 00 DOLLARS
For SBA Application Fee #92-33

DISTRIBUTION:

FUND	CODE	AMOUNT
CP #005453		150.00

By Pauline M. Townsend
Town Clerk
Title

CO #135-Suburban & Under
L.E. #3

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Bonura, Mary

FILE # 92-33

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE \$ 150.00 pd.
* * * * * 9/30/92 ck. #005453

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 260.00 pd. 9/30/92
ck. #005452.

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE 10/5/92 - 8 pages . . \$ 3600
2ND PRELIM. MEETING - PER PAGE 11/9/92 - 8 pages . . \$ 36.00
3RD PRELIM. MEETING - PER PAGE 11/23/92 3 pages . . \$ 13.50
PUBLIC HEARING - PER PAGE \$ _____
TOTAL \$ _____

ATTORNEY'S FEES:

PRELIM. MEETING-	_____	HRS.	\$	_____			
2ND PRELIM.	_____	HRS.	\$	_____			
3RD PRELIM.	_____	HRS.	\$	_____			
FORMAL DECISION	_____	HRS.	\$	_____			
TOTAL HRS.		_____	@ \$	_____	PER HR.	\$	_____	
					TOTAL	\$	_____

MISC. CHARGES:

_____ \$ _____
TOTAL \$ _____
LESS ESCROW DEPOSIT \$ _____
(ADDL. CHARGES DUE) \$ _____
REFUND TO APPLICANT DUE \$ _____

-----X
In the Matter of the Application ofDECISION GRANTING
AREA VARIANCE

MARY BONURA

#92-33.
-----X

WHEREAS, MARY BONURA, 101 Route 9W, South, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a variance from Section 48-21G(1) and G(2) of the Supplementary Use Regulations to permit a 5 ft. high fence around an inground pool (fountain), which said fence and pool (fountain) project into the front yard and is set back less than 10 ft. from a lot line. Applicant is also seeking a variation of Section 48-14C(1)(c)[1] of the Supplementary Yard Regulation to permit a 5 ft. fence between the principal building and the street on which it fronts at Anthony's Pier 9 at the above address located in an NC zone; and

WHEREAS, a public hearing was held on the 9th day of November, 1994, adjourned and continued on the 23rd November, 1992 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant's husband, JOSEPH BONURA, appeared and spoke in support of the application; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the provisions of Section 48-21G(1) and G(2) of the Supplemental Use Regulations relating to the height of fences which project into the front yard and are set back less than 10 ft. from a lot line, in order to allow the existing 5 ft. fence around an inground pool (fountain) to remain at the commercial property known as Anthony's Pier 9 in an NC zone.

3. The evidence presented by the applicant substantiated the fact that a variance for more than the allowable fence height for a fence which projects into the front yard and is set back less than 10 ft. from a lot line, contrary to Sections 48-14C(1)(c)[1] of the Supplementary Yard Regulations, would be required in order to allow the existing 5 ft. high fence around an inground pool (fountain) to remain at Anthony's Pier 9 which

otherwise would conform to the bulk regulations in the R-4 zone.

4. The applicant is now applying for permission to retain the existing fence and inground pool (fountain) through the variance procedure in order to obtain certificates of compliance on all structures in order to permit all these existing structures to remain in their present location.

5. The applicant is required by the building code to maintain a 5 ft. high fence around his inground pool. This requirement conflicts with the above cited provisions of the Zoning Local Law of the Town of New Windsor when such a 5 ft. high fence projects into the front yard and/or is set back less than 10 ft. from a lot line.

6. The evidence presented by the applicant substantiated the fact that if applicant were to conform to the bulk regulations at the present time, he would have to move the fence and pool (fountain) back so that it would not extend beyond the front of the catering facility.

7. The evidence presented by applicant substantiated the fact that the variances, if granted, would not have a negative impact on the physical or environmental conditions in the neighborhood since the structures will fit in well with the other commercial entities nearby.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The requested variances will not produce an undersirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The requested variances are not substantial in relation to the bulk regulations for fence height since the building code require that there must be a 5 ft. fence around an inground pool, (fountain) but the applicable bulk regulations prohibit fences over 4 ft. high which project into the front yard and are set back less than 10 ft. from a lot line. It is the conclusion of this Board that the granting of the requested variances are warranted here because any negative impacts from the variance granted herein are outweighed by the protection of the health, safety and welfare by maintaining a 5 ft. high fence around the applicant's pool (fountain) at a safe distance therefrom.

4. The requested variances will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is a partially self-created one since applicant did not seek a building permit when constructing the pool.

(fountain). However, applicant did seek a building permit for the extension of the canopy and at that time it was discovered that the pool (fountain) was in violation of the Supplementary Yard Regulations. In any event, applicant is now in the process of correcting this situation by the appropriate application to this Board.

6. It is the finding of this Board that the benefit to the applicant, if the requested area variances are granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested variances are the minimum variances necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variances.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a variance contrary to Section 48-21G(1) and G(2) of the Supplemental Use Regulations to permit the existing 5 ft. high fence around the inground pool (fountain) which said fence and pool (fountain) project into the front yard and are set back less than 10 ft. from a lot line. Also, applicant is seeking relief from Section 48-14C(1)(c)[1] of the Supplementary Yard Regulations to permit a 5 ft. fence between the principal building and the street upon which it fronts, at the catering facility known as Anthony's Pier 9 located in an NC zone, as sought by applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: December 14, 1992.

/s/ Richard Fenwick
Chairman

(ZBA DISK#12-021993.AS)

Date 12/1/92 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 389 Moores Hill Rd DR.
New Windsor, NY 12553

DATE			CLAIMED	ALLOWED
11/23/92	Zoning Board Meeting		75 00	
	Misc - 1			
	Ogline - 2 - \$9.00			
	Bonura - 3 \$13.50			
	Walsh - 9 \$40.50			
	Bernhardt - 12 - \$54.00			
	Marin - 5 - \$22.50			
	Rose - 5 \$22.50			
	Jones - 6 \$27.00		193 50	
	43		268 50	
	APPROVED:			
	Chairman			

BONURA, MARY - FRONT YARD FOR EXTENSION OF CANOPY PLUS
FENCE AND FOUNTAIN

Mr. Joseph Bonura appeared before the board for this proposal.

MR. FENWICK: I don't believe we need anything else. We just wanted to clarify about the fence.

MR. LUCIA: We did an amended Notice of Public Hearing because as you may recall at the last meeting we added a section. I just want to check the agenda tonight, I'm not sure that is how this was worded.

MR. FENWICK: This was also postponed or adjourned due to the fact that we needed County approval and now we don't anymore. He just fell outside of the gun.

MR. LUCIA: Although it's not reflected on the agenda, applicant is seeking a variance from Section 48-14 C (1) (c) [1]. In addition to the section cited in the agenda, he also needs a variance from Section 48-21 (g) (1) since apparently the pool extends into the front yard. Is that part of this application, the fountain considered a pool apparently for the Town's purposes fountain extends into the front yard and a five foot fence is required but you're also prevented from having a fence in the front yard so there's an interplay, two sections there. The one requiring fence around the fountain and the one that says you can't have a fence in the front yard that would be 4821 (g) (2) requires that five foot fence. I'm not quite certain what the Section 48-14 (e) (1) (d) is. Do you have an amended Notice of Denial on it?

MR. FENWICK: Mike is not here, I think the proper section should be 48-21 (a) (1) (e) which refers to the 4821 (g) (2) mentioned previously.

MRS. BARNHART: These were the numbers, the sections that were put on the Notice of Denial and I just changed them cause they didn't reflect anything.

MR. LUCIA: I think that may have just been a typo but let's assume those are the correct sections since Mike

isn't here, we already I think have meat and potatoes of the application previously there's no new changes from the last time.

MRS. BARNHART: Here's the amended Notice of Denial, it wasn't right so I changed it.

MR. LUCIA: I assume we can administratively change the Notice of Denial to the correct section and probably it should be done before we vote but I think it's a patent error.

MR. FENWICK: Do you have, can you correct that?

MR. LUCIA: Only building inspector can correct it but I think the error is patent, I think he's certainly aware he was present at the preliminary and I think he's aware of the substance of the application. I think it's just a matter of correcting the sections he cites.

MR. FENWICK: Again, I believe mostly everybody here is familiar with this except for possibly Jim. Again we had to adjourn the public hearing due to notification of the County. Is there anyone here from the public that would like to speak on this matter? If not, I'll now close the public hearing and open it back up to the members of the board.

MR. KONKOL: I make a motion that we grant the variance.

MR. TORLEY: Second it.

MR. FENWICK: Do we have everything squared away except for the possible--

MR. LUCIA: Before the formal decision is written, Mike will have to amend the Notice of Denial. The error appears to be a patent error which he can correct, there's no change in the in the application. Mike understood the application from preliminaries.

MR. FENWICK: Are you familiar with what we're talking about?

November 23, 1992

6

MR. NUGENT: I was here for the preliminary.

MR. FENWICK: The only thing that changed they have a fence up by the fountain now, we took care of that. Can we have a motion?

ROLL CALL

MR. TORLEY	AYE
MR. NUGENT	AYE
MR. TANNER	AYE
MR. KONKOL	AYE
MR. FENWICK	AYE

MR. LUCIA: There will be a formal decision depending on when minutes are available that may be another meeting or two.

MR. BONURA: I can't go to the Planning Board until before the decision?

MR. LUCIA: No, this certainly has been granted just not evidenced by a formal decision, before that is written we'll get Mike to amend your Notice of Denial so all the paperwork is in order.

Date 11/30/92, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 389 Monroes Hill Rd DR.
New Windsor, NY 12553

DATE

CLAIMED

ALLOWED

11/9/92		Zoning Board	75	00		
		Misc - 2				
		Carlaugh - 6 - \$27.00				
		Sarinsky - 10 - 45.00				
		Bittles - 4 - 18.00				
		Slifstein - 13 - 58.50				
		Atquna - 11 - 49.50				
		Benura - 8 - \$36.00				
		Freeman - 5 22.50				
		<u>59 pgs</u>	265	50		
		APPROVED:	399	50		
		Chairman				

BONURA, MARY

MR. FENWICK: This is request for 28 ft. front yard variance to construct canopy at Anthony's Pier 9 located on Rt. 9W in an NC zone.

Mr. Joseph Bonura and Mashall Rosenblum appeared before the board on this proposal.

MR. FENWICK: Anyone here in reference to the Bonura request? Mr. Rosenblum, can you explain what the applicant wants to do and why he wants to do it and why he was sent here?

MR. ROSENBLUM: This enlarged canopy which would cover three lengths entering the premises is to have, it's created on a basis of discussions with Bob Rogers of the fire department and it's a convenience to the people entering Pier 9 so that those wishing to leave or enter Pier 9, leave the cars in Pier 9, can do so under a canopy without stacking and backing out onto 9W. Having the three lanes will certainly relieve that problem. It really increases the capacity by almost I would say five or six times, six cars can pull under the canopy now and unload in inclement weather.

MR. FENWICK: There's no other way that this could be relieved?

MR. BONURA: No. I'm Joe Bonura. Right now, you can only unload one car under the canopy at one time. When weather is inclement, rain, snow, whatever, they stop, unload and most of our functions, majority of people get there at the same time and this creates a big backup of cars going right back on 9W quite far. And the only way to alleviate that is to make it wider. Going across and make it bigger and what we're proposing we can unload at least six cars at the same time with three lanes coming in and also there will be three lanes stacking in the driveway so that should take almost all the cars off 9W and there's no other way to do it because they want to stop right in front of the door. We had thought of making a long narrow one along the building but the people wouldn't stop there, they want to stop in front of the door. So that

is the only way to do it to give a big covered area. There will be no columns, no columns there, plenty high and it's been very well accepted by everybody. It's really just something to alleviate the problem. We have people on the road. Also, it's going to make the place better for me. Also more people are going to like it but I see it stacked right up, I'm sure if you have gone by there at 6 o'clock on a Saturday night or that time, you see the cars. We have a lot of limousines. This will also allow 6 limousines to unload at the same time.

MR. FENWICK: Also waiting for County.

MR. LUCIA: Same situation on this County referral was made October 23rd and we have not received any response from them and under General Municipal Law 239M, we have to allow them 30 days in which to respond to the board. They cannot act on your application. It has to be adjourned until the next meeting, November 23rd.

MR. BONURA: When did it go out?

MR. LUCIA: On October 23rd, so 30 days would be just up on our next meeting unless they respond sooner. Thank you for providing the lengthy title history on this. I see that property is subject to a number of covenants and restrictions and easements and various recorded instruments. Is there anything to your knowledge which would prevent you from constructing the canopy as you are now proposing it in those restrictions?

MR. BONURA: No.

MR. ROSENBLUM: Total easements are by the reference.

MR. LUCIA: Also notes looking at the elevation illustration which you just submitted, there's a fence that I gather is--

MR. ROSENBLUM: On top of the wall.

MR. LUCIA: Closer to the street line than the edge of the canopy, is that correct.

MR. ROSENBLUM: The fence runs on the edge of the fountain.

MR. LUCIA: Is that closer to 9W than the front edge of your canopy?

MR. BONURA: Yes.

MR. LUCIA: What's the height of that fence?

MR. BONURA: Right now it's just a temporary fence, just a temporary fence until we finish that. They told me it had to have five feet around the pool because, the pond, because they consider it a swimming pool.

MR. LUCIA: The reason I ask as you may have overheard with the previous applicant I guess the Slifstein's, it creates a problem in that the fence. Technically if you are in the front yard, it's closer to 9W than the front line of your building which if the variance is granted now is the edge of the canopy. I don't see it is a problem but it's probably something we should deal with under Section 4814 C (1) [c] 1, apparently that fence should not be over four feet in height. If you required five foot fence for safety reasons, that is a difference to grant a variance but we probably should add it to your application.

MR. ROSENBLUM: Why don't we do that.

MR. KONKOL: Just include it.

MR. TORLEY: Ask for it now.

MR. ROSENBLUM: So requested, make that five foot.

MRS. BARNHART: I can't do it. It has to be on the Notice of Denial.

MR. TANNER: Can't he just have that redone with Mike or do we have to have the public hearing all over again?

MR. FENWICK: We can't do anything about it right now.

MR. LUCIA: What I would suggest since we're going to adjourn it, Mike can amend his Notice of Denial although it's not required, I would suggest that we publish a Notice of Adjourned Hearing which now makes reference both to the frontyard setback variance that you are applying for as well as the fence height variance. We have got more than ten days before the adjourned hearing so it will be a legal notice. I think we're covered on all counts.

MR. TORLEY: Just don't have to be mailed.

MR. LUCIA: Wouldn't hurt to remail, what's it going to cost you, I'd remail it to everybody.

MR. FENWICK: Was Mike wear of this fence? Has he been made aware of this fence?

MR. BONURA: Mike made me aware that I had to put the fence up.

MR. LUCIA: I don't think the board has seen that before.

MR. ROSENBLUM: It was always there but it was always four foot not five.

MR. BONURA: Do we have to put the fence up? The building Department makes us do it, they are creating the problem.

MR. LUCIA: There's no doubt you're squeezed between conflicting regulations here but sent you here for a variance anyway, doesn't cost you anymore to apply for two variances so I'd suggest get everything out of the way at one time. If it's required, you can't put up a fountain without the fence but if the fence generates a need for a variance, might as well get it while you're here.

MR. TANNER: Because you can't put up the fence without the variance.

MR. ROSENBLUM: Now the front of the fence is higher

by at least four feet anyway.

MR. BONURA: We need the fence in back though.

MR. ROSENBLUM: That is under the canopy, that is within the canopy.

MR. LUCIA: Talk to Mike. If he determines it's not required, you're on your way.

MR. FENWICK: Just clear it up with Mike. He may know something that we're not aware of at this time.

MR. LUCIA: One thing the formal application I think was originally predicated on 20 foot setback and 20 foot variance, if I could just amend that.

MR. TORLEY: We did.

MR. LUCIA: Not on the application. Map was amended but the application still has the new figures. This is the applicant's application. Roman Numeral 5a showed 20 feet as available and 20 foot variance request. If we can just amend that to conform and just initial it if you would please. Forty foot requirement I think you're proposing 12 feet and you're requiring variance of 28 feet so just be the center and the right column there.

MR. KONKOL: In all the construction that you have done down there this is the first variance you have ever had to get?

MR. BONURA: Yes. They require five feet fence. It's from the top of the pool we go five feet, not from the driveway, is that correct?

MR. LUCIA: I'm going to have to have you resolve that with Mike.

MR. BONURA: I don't want someone to say that it is more than five feet from the driveway because the top, let's just say this is the top of the pool here and then we're going five feet from here and the parking lot is here.

MR. ROSENBLUM: It's usually 5 feet from a convenient ledge or a level surface.

MR. LUCIA: Whatever Mike says to that is obviously acceptable to this board.

MR. FENWICK: At this time, I'll open it up to the public. Anyone here to speak on the matter of Bonura?

MR. KONKOL: Do you understand the technicality about the County not answering. They'll probably come back and tell you that they have no jurisdiction.

MRS. BARNHART: They don't answer anymore, that is what the problem is. We don't get an answer. We send stuff out there, we don't get any answer anymore.

MR. BONURA: Next meeting will be 30 days so if they don't answer their time's up?

MR. FENWICK: Yes.

MR. LUCIA: If I could just direct a couple questions to you on the specifics of the area variance application. Do you feel that an undesirable change will be produced in the character of the neighborhood or detriment to nearby properties would be produced if this variance is granted?

MR. BONURA: No.

MR. LUCIA: Can the benefits sought by you be achieved by some other method feasible for you to pursue other than an area variance?

MR. BONURA: No.

MR. LUCIA: Is the requested area variance substantial in relation to the ordinance requirements?

MR. BONURA: No, I don't think so.

MR. LUCIA: Just numerically where you are looking for 28 feet out of 40 foot requirement that numerically

might be substantial but we had a problem with the elevation, is that the reason there was no other way of doing this with a lesser variance?

MR. ROSENBLUM: The idea was to cover the roadbed and keep the structural members clear of any opening doors or away from the path of vehicles so the canopy was physically extended beyond any area where there might be any impact.

MR. BONURA: We had to have it large and high enough for the ladder trucks to get under it which has been gone over and approved by the fire inspector.

MR. LUCIA: Was it DOT that originally had complained about backing up on 9W?

MR. BONURA: They contacted because they didn't do anything officially but they just let us know, let it be known that there was a problem.

MR. LUCIA: Will this proposed variance have an adverse effect or impact on physical or environmental conditions of the neighborhood or district?

MR. BONURA: No.

MR. LUCIA: Did you create this difficulty yourself?

MR. BONURA: People backing up?

MR. LUCIA: Right.

MR. BONURA: Yes, we were successful, right.

MR. LUCIA: Other than a successful business, all right, Thank you.

MR. FENWICK: We're going to ask for an adjournment.

MR. TANNER: So moved.

MR. KONKOL: I'll second it.

ROLL CALL

November 9, 1992

53

MR. TORLEY	AYE
MR. KONKOL	AYE
MR. TANNER	AYE
MR. FENWICK	AYE



MARY MCPHILLIPS
County Executive

Rec'd.
2BA / TA office
11/24/92 (PAB)

**Department of Planning
& Development**

124 Main Street
Goshen, New York 10924
(914) 294-5151

PETER GARRISON Commissioner
VINCENT HAMMOND Deputy Commissioner

**ORANGE COUNTY DEPARTMENT OF PLANNING & DEVELOPMENT
239 L, M or N Report**

This proposed action is being reviewed as an aid in coordinating such action between and among governmental agencies by bringing pertinent inter-community and Countywide considerations to the attention of the municipal agency having jurisdiction.

Referred by Town of New Windsor D P & D Reference No. NWT 32 92 M
County I.D. No. 37 / 9 / 25
26
27

Applicant Mary Bonura

Proposed Action: Area Variance - Front yard - Const. of Canopy

State, County, Inter-Municipal Basis for 239 Review Within 500' of NYS Hwy. 9W

Comments: There are no significant Inter-community or Countywide concerns to bring to your attention.

Related Reviews and Permits _____

County Action: Local Determination XX Disapproved _____ Approved _____

Approved subject to the following modifications and/or conditions: _____

11/16/92

Date

Peter Garrison
Commissioner

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE ~~OR SPECIAL PERMIT~~

92-33

Date: 9/21/92

I. Applicant Information:

- (a) Mary Bonura, 87 Route 9W, New Windsor 565-4210
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of broker)

II. Application type:

- ☐ Use Variance ☒ Sign Variance, if necessary.
- ☒ Area Variance ☐ Interpretation

III. Property Information:

- (a) NC 87 Route 9W 37-1-25,26,27 6.579 AC
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? R4
- (c) Is a pending sale or lease subject to ZBA approval of this application? no
- (d) When was property purchased by present owner? _____
- (e) Has property been subdivided previously? no When? _____
- (f) Has property been subject of variance or special permit previously? no When? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? no
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: no

IV. Use Variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____
- _____
- _____
- _____
- _____

- (b) The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. E also.

Secs. 48-14C(1)(c) ET, 48-21A(1)E and 48-21G-

Supp. Yard Regs. & Supp. Use Regs. Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd. <u>40'</u>	<u>20' 12'</u>	<u>20' 28'</u>
Reqd. Side Yd.		
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* <u>7%</u>	<u>7%</u>	<u>7%</u>
Floor Area Ratio**		

* Residential Districts only

** Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

The requested area variance is for an expansion of the canopy at the main entrance, to relieve traffic congestion. The larger canopy would permit three lanes of cars, for a significantly reduced drop-off period. A new secondary entrance/primary exit has been established at the southerly side of the parking area.

5' fence and fountain project closer to front than principal building.

VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	Requirements	Proposed or Available	Variance Request
Sign 1	<u>2' x 10'</u>	<u>3'4" x 25'</u>	<u>1'4" x 15'</u>
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Total	<u>20</u> sq.ft.	<u>83.33</u> sq.ft.	<u>63.33</u> sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

We wish to take the existing illuminated sign of 83.33 sq. ft. off the front of the building and put in on the new retaining-fountain wall or replace it with a new one of equal size because the existing sign will no longer be totally visible and effective from Route 9-W.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

Free-standing illuminated: 208 sq.ft.

On face of building: 83.33 sq.ft.

VII. Interpretation:

- (a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

- (b) Describe in detail the proposal before the Board:

We propose to replace the 208 sq.ft. illuminated free-standing sign with the permitted size (40 sq.ft.) free-standing illuminated sign.

VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

IX. Attachments required:

- ☐ Copy of letter of referral from Bldg./Zoning Inspector.
- ☐ Copy of tax map showing adjacent properties.
- ☐ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☐ Copy(ies) of sign(s) with dimensions.
- ☐ Check in the amount of \$ _____ payable to TOWN OF NEW WINDSOR.
- ☐ Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date _____

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands* and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

Mary Bonura
(Applicant)

Sworn to before me this

25th day of Sept, 1992
Nancy E. McKeegan
 NANCY E. McKEEGAN
 Notary Public, State of New York
 County of Orange
 Commission Expires July 31, 93
 Notary Reg. No. 4503517

XI. ZBA Action:

- (a) Public Hearing date _____.
- (b) Variance is _____.
- Special Permit is _____.
- (c) Conditions and safeguards: _____
- _____
- _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.

AMENDED
PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following proposition:

Appeal No. 33

Request of MARY BONURA

for a VARIANCE of
the regulations of the Zoning Local Law to
permit construction of canopy with insufficient
front yard; also, allowing existing 5 ft. fence and fountain
to project closer to road than principal building;
being a VARIANCE of

Sections 48-12 - Table of Use/Bulk Reqs.-Col. E,
48-14C(1)(c) [1], 48-21A(1)E and 48-21G;
for property situated as follows:

101 Route 9W, New Windsor, N. Y. (Anthony's Pier 9),
known and designated as tax map Section 37-Blk. 9-
Lot 25, 26 and 27.

SAID HEARING will ^{be continued on the 23rd} ~~take place on the 23rd~~ day of
November, 1992, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

RICHARD FENWICK
Chairman

11/9/92 Public Hearing:

Name:

MYRON LANGER

Bonura, Mary-Pier 9

Address:

44 FAIR E AVE

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

-----x
In the Matter of Application for Variance of

Mary Bonura,

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

#92-33.
-----x

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age
and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On November 12, 1992, I compared the 50 addressed
envelopes containing the attached Notice of Public Hearing with
the certified list provided by the Assessor regarding the above
application for variance and I find that the addressees are
identical to the list received. I then mailed the envelopes in a
U. S. Depository within the Town of New Windsor *a copy of an*
amended Notice of Public hearing for "12/23/92."

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
12th day of November, 1992.

Deborah Green

Notary Public

DEBORAH GREEN

Notary Public, State of New York

Qualified in Orange County

4884065

Commission Expires July 15, 1993

(TA DOCDISK#7-030586.AOS)



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

50

October 22, 1992

Mary E. Bonura
87 Route 9W
New Windsor, NY 12553

Re: Tax Map Parcel 37-1-25, 37-1-26, 37-1-27, 37-1-28, 37-1-29

Dear Ms. Bonura:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$75.00, minus your deposit of \$25.00. Please remit the balance of \$50.00 to the Town Clerk's office.

Sincerely,

Leslie Cook

Leslie Cook
SOLE ASSESSOR

LC/cp
Attachments
cc: Pat Barnhart

The People of the State of New York
50 Wolf Road
Albany, New York 12233

BCA Bowling - Newburgh Inc.
c/o John Sillcox
PO Box 74
Garden City, NY 11530

Dori Associates Inc.
PO Box 4097
New Windsor, NY 12553

Petro Realty of New York Inc.
111 Route 9W
New Windsor, NY 12553

Yonnone, Vincent J.
82 Merline Ave.
New Windsor, NY 12553

Trifam Associates
270 Main Street
Cornwall, NY 12518

Washburn, Ronald A. & Stephanie
44-52 Route 9W
New Windsor, NY 12553

Clarke, Charlotte
110 Caesars Lane
New Windsor, NY 12553

Plant, Edward R. &
Logan, Robert H.
31 Merritt St.
Port Chester, NY 10573

Saw Mill Sports Mgmt. Corp
72 Route 9W
New Windsor, NY 12553

Oestrich, Clayton F. & Frances
28 Fave Avenue
New Windsor, NY 12553

Cuccia, Joseph & Marilyn B.
32 Fave Ave.
New Windsor, NY 12553

Craig, Christopher & Kathryn M.
34 Fave Avenue
New Windsor, NY 12553

Mariotti, Robert L. Regina M.
36 Fave Avenue
New Windsor, NY 12553

Witkowski, Michael A. & Felicia M.
38 Fave Ave
New Windsor, NY 12553

Asinovsky, Izrail & Maria
48 Pearce Parkway
Pearl River, NY 10965

Marasco, Evelyn A.
37 Blooming Grove Turnpike
New Windsor, NY 12553

Chiovin, Peter & Lee C.
41 Blooming Grove Turnpike
New Windsor, NY 12553

Durham, Gary & Carol
45 Blooming Grove Turnpike
New Windsor, NY 12553

Church of the Nazarene of Newburgh
59 Blooming Grove Turnpike
New Windsor, NY 12553

Greene, Charles B. & Rosemarie
61 Blooming Grove Turnpike
New Windsor, NY 12553

Krawcyk, Stella & Frances
15 Nee Ave.
New Windsor, NY 12553

Myers, Michael
19 Nee Avenue
New Windsor, NY 12553

Slater, Florence May
23 Nee Ave.
New Windsor, NY 12553

Kiernan, James & Margaret
22 Nee Avenue
New Windsor, NY 12553

Wilkinson, Donald R. & Delores M.
26 Nee Avenue
New Windsor, NY 12553

Ciarimbali, Alfred
30 Nee Avenue
New Windsor, NY 12553

Lisi, John R. & Phyllis M.
34 Nee Avenue
New Windsor, NY 12553

Foti, Charles L. & Mary Louise
33 Faye Ave.
New Windsor, NY 12553

Jarvis, Robert & Florinda
31 Faye Ave.
New Windsor, NY 12553

Talerico, Louis & Tillie
29 Faye Ave.
New Windsor, NY 12553

Noe, Robert W. Sr.
7 Valley View Drive
New Windsor, NY 12553

Langer, Lewis & Emily
42 Faye Ave.
New Windsor, NY 12553

Langer, Myron & Jean
c/o Lewis Langer
44 Faye Ave.
New Windsor, NY 12553

Bonura, Mary E.
87 Route 9W South
Newburgh, NY 12550

Han Ung Motel & Realty Corp.
D/B/A Windsor Motels
114-124 Route 9W
New Windsor, NY 12553

Toyota of Newburgh
Route 9W
Newburgh, NY 12550

Bonnano, Joseph &
Piazzola, Michael &
Papera, Gabriel L.
c/o Allstate Can Corp.
40 Isabella St.
PO Box 677
Clifton, New Jersey 07012

McDonnell, William & Christine
40 Lafayette Drive
New Windsor, NY 12553

Turner, Richard & Diane J.
2 Lafayette Dr.
New Windsor, NY 12553

Belsito, Grace & Ralph F. Jr.
4 Lafayette Dr.
New Windsor, NY 12553

Niedbala, John S. & Betty
6 Lafayette Dr.
New Windsor, NY 12553

Llewellyn, Robert & Amelia
8 Lafayette Dr.
New Windsor, NY 12553

Conklin, Edward L. & Katherine
12 Lafayette Dr.
New Windsor, NY 12553

Cohen, Stanley C.
14 Lafayette Dr.
New Windsor, NY 12553

Nucifore, Alan & Deborah
16 Lafayette Dr.
New Windsor, NY 12553

Beyers, Edward C. & Marcia
18 Lafayette Dr.
New Windsor, NY 12553

Artusa, Eugene
P.O. Box 2547
Newburgh, NY 12550

Valicenti, Audrey
108 9W South
New Windsor, NY 12553

G. Everette Gaillard Revocable Trust
G.E. Gaillard & S. Naversen, Trustees
c/o White Plains Hyundai
468 Tarrytown Rd.
White Plains, NY 10607

P.

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: NOVEMBER 10, 1992

APPLICANT: JOSEPH BONURA
101 ROUTE 9W. SOUTH
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: NOVEMBER 10, 1992
FOR (BUILDING PERMIT): 5064
LOCATED AT: 87-101 ROUTE 9W. SOUTH

ZONE: NC

DESCRIPTION OF EXISTING SITE: SECTION 37 BLOCK 1 LOT 25
COMMERCIAL RESTAURANT-CATERING

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

5FT. FENCE REQUIRED. 48-21A(1)E, 48-21G FOR INGROUND (POOL)

FOUNTAIN VIOLATES SECTION 48-14(C)1(C)[1] AND

5FT. FENCE WILL PROJECT CLOSER TO ROAD THAN PRINCIPAL BUILDING


BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE -	VARIANCE REQUEST
ZONE:	USE	
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD		
REQ'D TOTAL SIDE YD		
REQ'D REAR YD.		
REQ'D FRONTAGE		
MAX. BLDG. HT.		

APPLICANT: JOSEPH BUNURA
101 ROUTE 9W. SOUTH
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: NOVEMBER 10, 1992
FOR (BUILDING PERMIT): 5064
LOCATED AT: 87-101 ROUTE 9W. SOUTH

ZONE: NC

DESCRIPTION OF EXISTING SITE: SECTION 37 BLOCK 1 LOT 25
COMMERCIAL RESTAURANT-CATERING

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

5FT. FENCE REQUIRED. 48-21A(1)E, 48-21G FOR INGROUND (POOL)

FOUNTAIN VIOLATES SECTION 48-14(C)1(C)[1] AND

5FT. FENCE WILL PROJECT CLOSER TO ROAD THAN PRINCIPAL BUILDING


BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE -	VARIANCE REQUEST
ZONE:	USE	
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD		
REQ'D TOTAL SIDE YD		
REQ'D REAR YD.		
REQ'D FRONTAGE		
MAX. BLDG. HT.		
FLOOR AREA RATIO		
MIN. LIVABLE AREA		
DEV. COVERAGE		

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

IMPORTANT
REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

1. WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
2. FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS DRAINS.
3. INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
4. WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
5. INSULATION.
6. PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
7. DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
8. \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE INSPECTION TWICE.
9. PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
10. THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
11. SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
12. SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
13. ROAD OPENING PERMITS MUST OBTAINED FROM TOWN CLERKS OFFICE.
14. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS

Name of Owner of Premises Mary E. Brewer
Address 101 Rte 9W South Hill N.H. Phone 565 3390
Name of Architect Marshall Rosenblum
Address 6 Fullerton Ave N.B. Phone 562 20070
Name of Contractor Mary E. Brewer
Address 101 Rte 9W N.H. Phone 565 3390
State whether applicant is owner, lessee, agent, architect, engineer or builder owner
If applicant is a corporation, signature of duly authorized officer.

.....
(Name and title of corporate officer)

1. On what street is property located? On the West side of 9W
(N.S.E. or W.)
and 2000 feet from the intersection of Union Ave & 9W
2. Zone or use district in which premises are situated Is property a flood zone? Yes..... No X
3. Tax Map description of property: Section 37 Block 1 Lot 25
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
a. Existing use and occupancy None b. Intended use and occupancy Fourteen

CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

1. WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
2. FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS DRAINS.
3. INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
4. WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
5. INSULATION.
6. PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
7. DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
8. \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE INSPECTION TWICE.
9. PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
10. THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
11. SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
12. SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
13. ROAD OPENING PERMITS MUST OBTAINED FROM TOWN CLERKS OFFICE.
14. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS

Name of Owner of Premises Mary E. Brown
Address 101 Rte 9W South Hill N.Y. Phone 565 3390
Name of Architect Marshall Rosenblum
Address 6 Fullerton Ave N.B.C. Phone 562 0270
Name of Contractor Mary E. Brown
Address 101 Rte 9W N.Y. Phone 565 3390
State whether applicant is owner, lessee, agent, architect, engineer or builder owner
If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the West side of 9W
(N.S.E. or W.)
and 2057 feet from the intersection of Union Ave & 9W
2. Zone or use district in which premises are situated Is property a flood zone? Yes..... No X..
3. Tax Map description of property: Section 3.7 Block 1 Lot 25
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
a. Existing use and occupancy None b. Intended use and occupancy Foundation
5. Nature of work (check which applicable): New Building..... Addition..... Alteration..... Repair.....
Removal..... Demolition..... Other includes 5' fence
6. Size of lot: Front Rear NO Depth..... Front Yard..... Rear Yard..... Side Yard.....
Is this a corner lot? NO
7. Dimensions of entire new construction: Front..... Rear..... Depth..... Height..... Number of stories.....
8. If dwelling, number of dwelling units..... Number of dwelling units on each floor.....
Number of bedrooms..... Baths..... Toilets.....
Heating Plant: Gas..... Oil..... Electric/Hot Air..... Hot Water.....
If Garage, number of cars.....
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use
10. Estimated cost..... Fee.....
(to be paid on this application)
11. School District

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
Approved.....19.....
Disapproved a/c.....
Permit No.

Office Of Building Inspector
Michael L. Babcock
Town Hall, 555 Union Avenue
New Windsor, New York 12550
Telephone 565-8807

Refer —

Planning Board.....

Highway

Sewer

Water

Zoning Board of Appeals

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date.....19.....

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

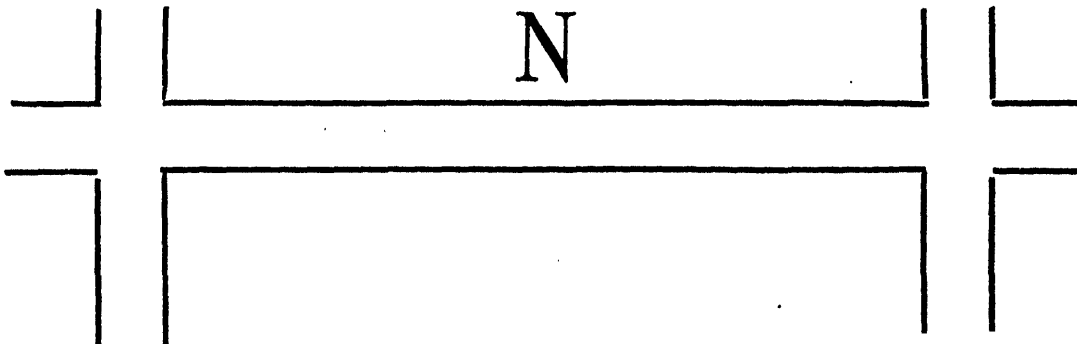
.....
(Signature of Applicant)

101 Rt 7 N
.....
(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.

Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Refer -

Planning Board.....

Highway.....

Sewer.....

Water.....

Zoning Board of Appeals.....

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date.....19.....

INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- c. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of a Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

.....
(Signature of Applicant)

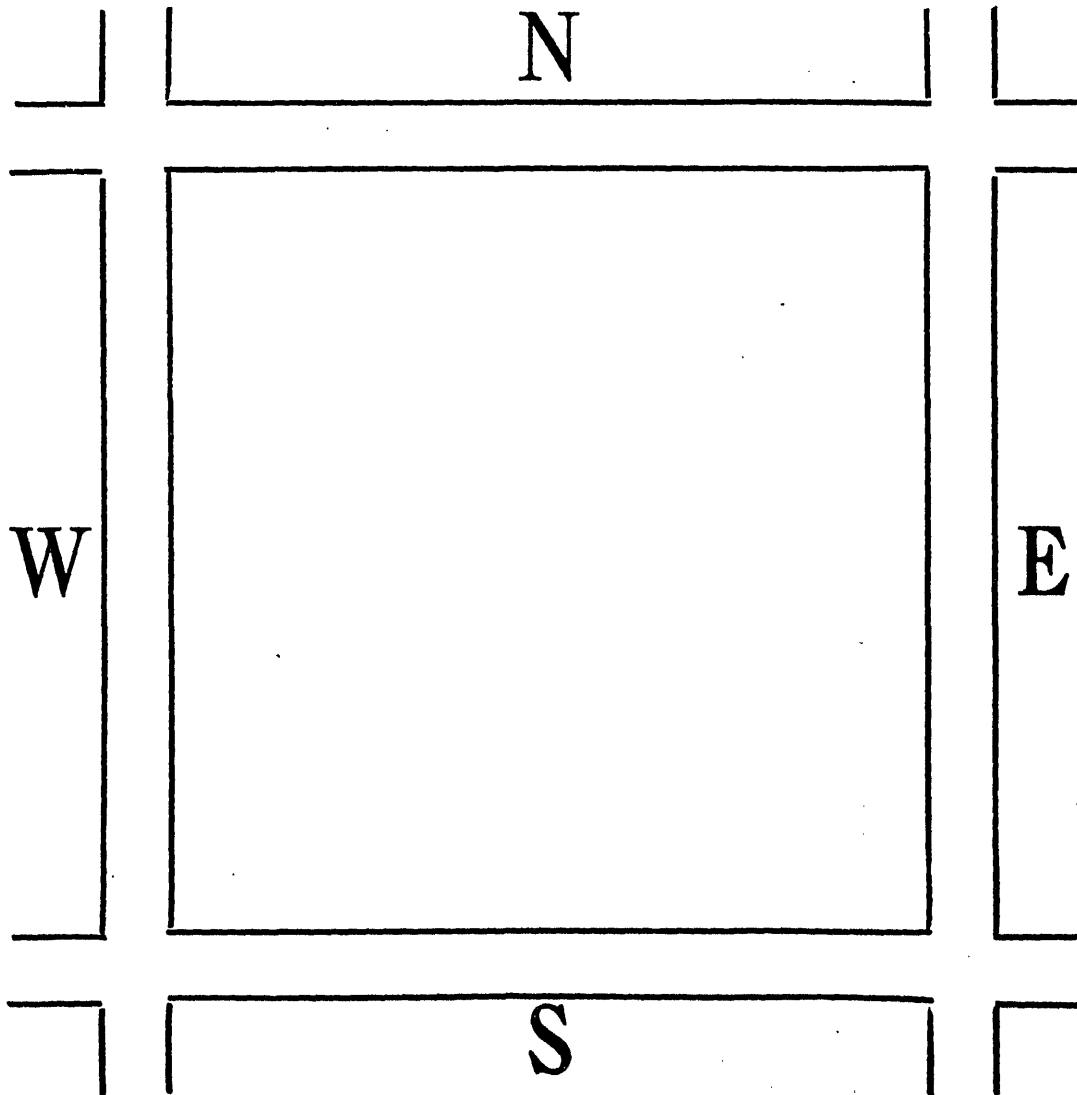
101 Rt 9 N
(Address of Applicant)

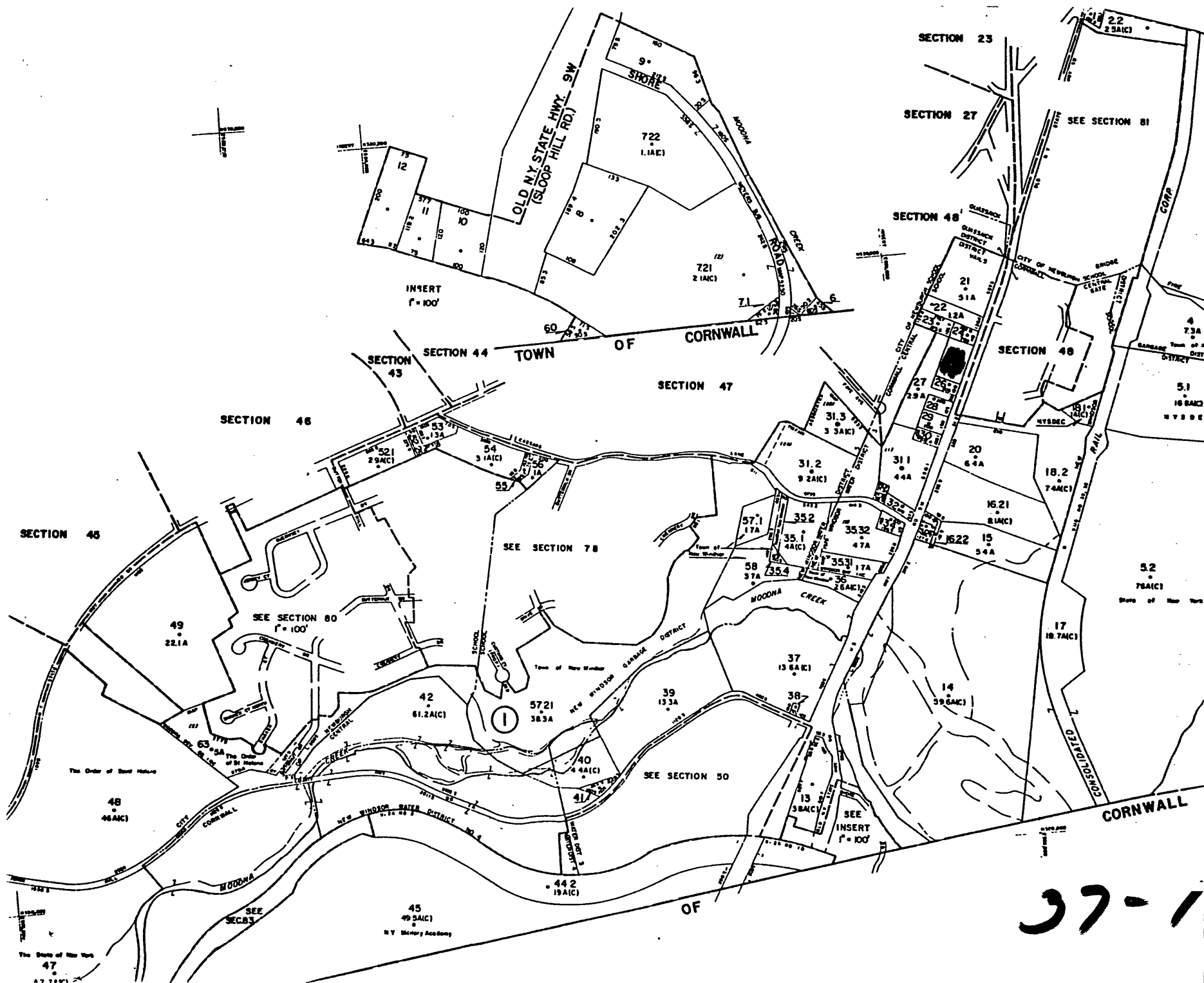
New Windsor NY

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.

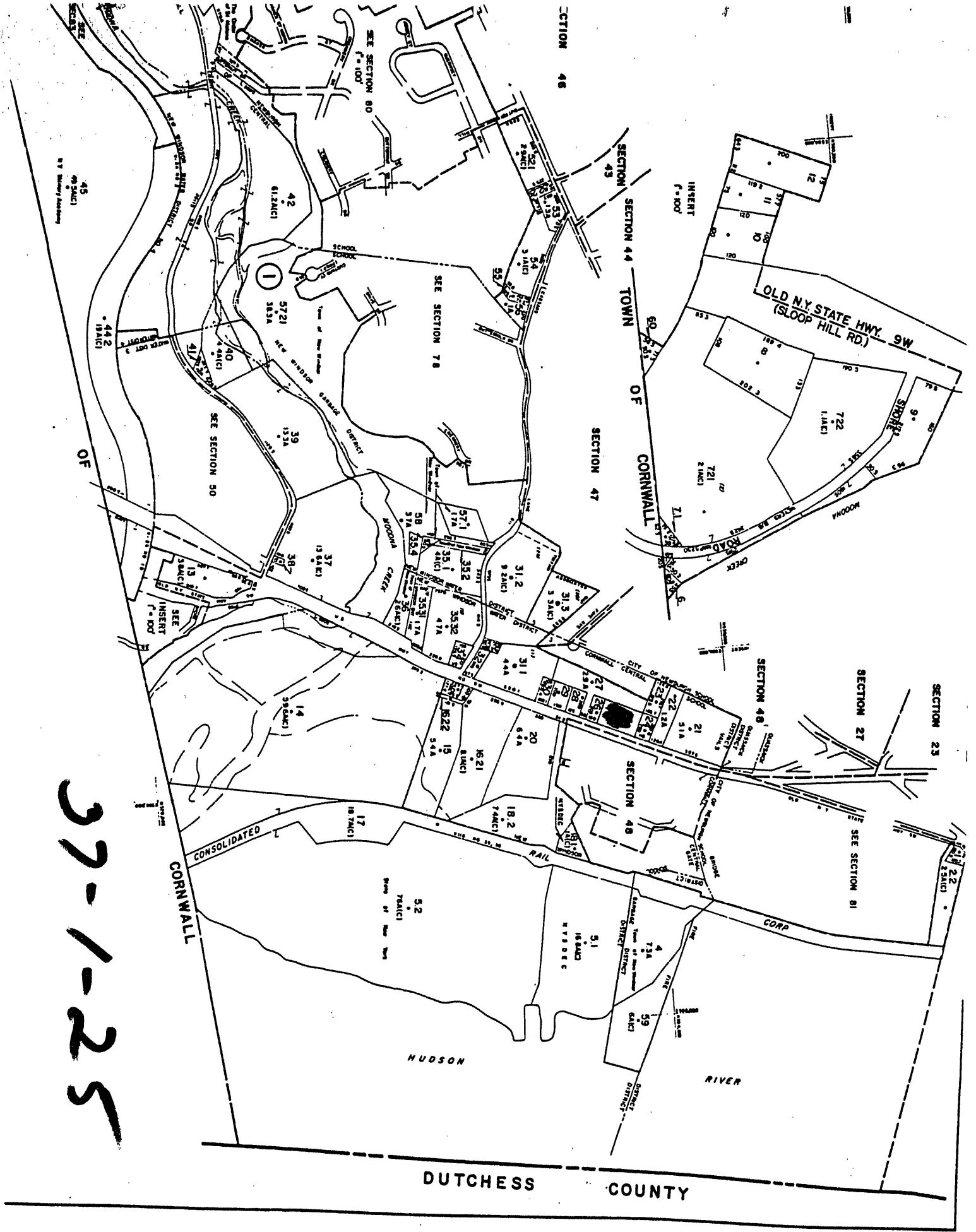
Applicant must indicate the building line or lines clearly and distinctly on the drawings.





37-1

37-1-25



B.

ORANGE COUNTY DEPARTMENT OF PLANNING
APPLICATION FOR MANDATORY COUNTY REVIEW
OF LOCAL PLANNING ACTION
(Variances, Zone Changes, Special Permits, Subdivisions)

2nd Request-
11/9/92

Section A. - To be completed by Local Board having jurisdiction.
To be signed by Local Official.

Local File No. 92-33

1. Municipality Town of New Windsor Public Hearing Date 11/09/92

☐ City, Town or Village Board ☐ Planning Board ☒ Zoning Board of Appeals

2. Applicant: NAME Bonura, Mary (Anthony's Pies 9)
Address 101 Route 9W, New Windsor, N.Y.
Attorney, Engineer, Architect Marshall Rosenblum AIA

3. Location of Site: 101 Route 9W
(street or highway, plus nearest intersection)

Tax Map Identification: Section 37 Block 9 Lot 25, 26 & 27

Present Zoning District NC Size of Parcel 6.579 Acres ±

4. Type of Review:

☐ Special Permit Use* _____

☒ Variance* Use _____
Area - front yard - Const. of canopy (See Site Plan Attached)

☐ Zone Change* From: _____ To: _____

☐ Zoning Amendment* To Section: _____

☐ Subdivision** Major _____ Minor _____

10/23/92
Date

Patricia G. Bannhart, Secy
Signature and Title
ZBA.

*Cite Section of Zoning Regulations where pertinent
**Three (3) copies of map must be submitted if located along County Highway, otherwise, submit two (2) copies of map.

CD

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

LIBER 2041 PAGE 1070

THIS INDENTURE, made the 22nd day of July, nineteen hundred and seventy-six
BETWEEN JASPER A. FORESTIERE, residing at River Road, Town
of Newburgh, Orange County, New York

party of the first part, and MARY E. BONURA, residing at (no number)
Sarvis Lane, Newburgh, Orange County, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN and 00/100

----- (\$10.00) ----- dollars,

lawful money of the United States, and other good and valuable consideration paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, County of Orange, and State
of New York, bounded and described as follows:

Parcel 1. BEGINNING at a point in the westerly line of Route
9-W the said point being distant 1332.5 feet measured on a
course South 36° 25' west measured along said line of Route
9-W from a concrete monument set at the northeasterly corner
of the lands lying on the westerly side of said Highway, which
were heretofore conveyed by Nicoll and Wightman to Andrea
Corporation by deed dated December 22, 1950, and recorded in
the Orange County Clerk's Office in Liber 1183 of Deeds at
Page 472 on December 26, 1950, and runs thence from said point
of beginning along the southerly side of a lot of land conveyed
by Andrea Operating Corporation to Thomas Fanning and Elizabeth
E. Fanning, north 53° 35' west for 200 feet to a point; thence
parallel with Route 9-W south 36° 25' west for a distance of
150 feet to a point; thence south 53° 35' east 200 feet to a
point in the westerly line of Route 9-W; thence along said
line of Route 9-W north 36° 25' east 150 feet to the point
or place of beginning.

Parcel 2. ALL that piece or parcel of land situate in the
vicinity of Moodna, Town of New Windsor, County of Orange, and
State of New York, bounded and described as follows: BEGINNING
at the southeasterly corner of lands now or formerly of Emerson
Mid State, Inc. as recorded in the Office of the Clerk of the

party of the first part, and **MARY E. BONURA, residing at (no number)**

Sarvis Lane, Newburgh, Orange County, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of **TEN and 00/100**

-----(\$10.00) ----- dollars,

lawful money of the United States, **and other good and valuable consideration** paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the **Town of New Windsor, County of Orange, and State of New York**, bounded and described as follows:

Shy
Parcel 1. BEGINNING at a point in the westerly line of Route 9-W the said point being distant 1332.5 feet measured on a course South 36° 25' west measured along said line of Route 9-W from a concrete monument set at the northeasterly corner of the lands lying on the westerly side of said Highway, which were heretofore conveyed by Nicoll and Wightman to Andrea Corporation by deed dated December 22, 1950, and recorded in the Orange County Clerk's Office in Liber 1183 of Deeds at Page 472 on December 26, 1950, and runs thence from said point of beginning along the southerly side of a lot of land conveyed by Andrea Operating Corporation to Thomas Fanning and Elizabeth E. Fanning, north 53° 35' west for 200 feet to a point; thence parallel with Route 9-W south 36° 25' west for a distance of 150 feet to a point; thence south 53° 35' east 200 feet to a point in the westerly line of Route 9-W; thence along said line of Route 9-W north 36° 25' east 150 feet to the point or place of beginning.

Parcel 2. ALL that piece or parcel of land situate in the vicinity of Moodna, Town of New Windsor, County of Orange, and State of New York, bounded and described as follows: **BEGINNING** at the southeasterly corner of lands now or formerly of Emerson Mid-State, Inc., as recorded in the Office of the Clerk of the County of Orange in Liber 1183 Page 472, in the westerly line of U.S. Route 9-W thence following along the westerly line of U.S. Route 9-W south 36° 25' West 12.58 feet; thence south 55° 57' East 2.36 feet; thence again following along the westerly line of U.S. Route 9-W, south 36° 13' West 87.51 feet; thence leaving said Highway and passing thru the lands of the Cornwall Rock Products, Inc. the following courses and distances, north 53° 35' west 202.39 feet; north 36° 13' east 79.16 feet; thence passing along lands of the Andrea Operating Corp. north 36° 25' east 20.84 feet to the southwesterly corner of Emerson Mid-State Inc., thence along the southerly line of said Corporation south 53° 35' east 200.00 feet to the point or place of beginning.

BEING a portion of lands so described in a deed from Stanley and Feliksa Vnook to Cornwall Rock Products, Inc., dated February 28, 1954 and filed in the Orange County Clerk's Office on April 16, 1954 in Liber 1302 at page 303, together with the parcel conveyed by Andrea Operating Corp. to Cornwall Rock Products, Inc. by deed dated September 19, 1960 and filed in the Orange County Clerk's Office on September 22, 1960 in Liber 1567 at page 240. TOGETHER with an easement to the party of the second part to continue to use an existing ditch extending from the rear of the parcel herein conveyed across other lands of the party of the first part to a small stream for the purpose of discharging surface and subsurface waters into said stream. This easement is granted upon the condition that the party of the second part upon demand of the party of the first part will pipe said discharge of surface and subsurface water with the pipe of proper size to handle the flow where such discharge crosses the lands of the party of the first part. The pipe to be below the surface.

BEING the same premises as conveyed in a Deed dated June 9th 1965 between Emerson Radio Associates, Inc. and Jasper A. Forestiere and recorded in the Orange County Clerk's Office on the 14th day of June, 1965 in Liber 1715 of Deeds at page 1067.

LIBER 2041 PAGE 1071

(no number)

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

RECORDED
INDEXED
IN THE
LIBRARY
OF THE
COUNTY OF
CLATSOP
JUN 11 1950
ST. 1030

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above

23, 1911
12
104
1000

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

NOTARY PUBLIC FOR THE STATE OF NEW YORK
JASPER A. FORESTIERE
NOTARY PUBLIC FOR THE STATE OF NEW YORK
JASPER A. FORESTIERE


JASPER A. FORESTIERE

NOTARY PUBLIC FOR THE STATE OF NEW YORK
JASPER A. FORESTIERE

NOTARY PUBLIC FOR THE STATE OF NEW YORK
JASPER A. FORESTIERE

STATE OF NEW YORK, COUNTY OF **ORANGE**

On the **22** day of **July** 19 **76**, before me personally came **JASPER A. FORESTIERE**

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Richard J. Drake
Notary

RICHARD J. DRAKE
Notary Public in the State of New York
Resident in and for Orange County
My Commission Expires March 30, 1978

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came
to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the
of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came
to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the
of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

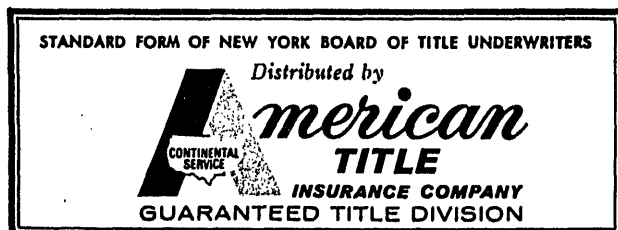
Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

Title No.

JASPER A. FORESTIERE

TO

MARY E. BONURA



A Member of The Continental Insurance Companies

SECTION

BLOCK

LOT

COUNTY OR TOWN

12650
7-

Recorded At Request of American Title Insurance Company
RETURN BY MAIL TO:

Stephen SALAND, Esq
226 Mill St
Poughkeepsie, NY
Zip No. *M. Bonura*

ING OFFICE

65

REAL ESTATE

STATE OF *

day 2/2/76

RICHARD J. DRAKE
Notary Public in the State of New York
Resident in and for Orange County
My Commission Expires March 30, 1974

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me
personally came
to me known, who, being by me duly sworn, did depose and
say that he resides at No. .

that he is the
of .

in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

ss: STATE OF NEW YORK, COUNTY OF

On the _____ day of _____, 19____, before me personally came _____
to me known, who, being by me duly sworn, did depose and say that he resides at No. _____

that he is the
of

in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No.

JASPER A. FORESTIERE

TO

MARY E. BONURA

SECTION

BLOCK

LOT

COUNTY OR TOWN

12650
7

Recorded At Request of American Title Insurance Company

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by



american
TITLE

INSURANCE COMPANY
GUARANTEED TITLE DIVISION

A Member of The Continental Insurance Companies

Stephen SALAND, Esq.
226 Mill St
Poughkeepsie, NY. Zip No.

Zip No

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

**ORANGE
COUNTY**

064065

REAL ESTATE TRANSFER TAX



STATE OF
NEW YORK

Dept. of
Taxation JUL 26 '76
& Finance

P.B. 10951

126.50

Orange County Clerk's Office, s.s.

Recorded on the 14th day,
of July 19 76 at 9:04
o'clock A M. in Liber 507
1070 of page 1070

and Examined

University

LIBER 2041 PAGE 1073

33 004 07 02647

CHICAGO TITLE INSURANCE COMPANY

in consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or encumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby, or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
FELDMAN ABSTRACT CORPORATION
35 Market Street
Poughkeepsie, New York 12601
(914) 471-9683

CHICAGO TITLE INSURANCE COMPANY

By:

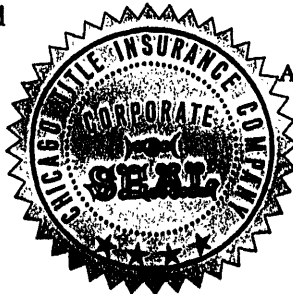
Alvin W. Long

President.

ATTEST:

Chester C. McCullough

Secretary.



Number **Date of Issue** **Amount of Insurance**
76C-31350 July 22, 1976 \$115,000.00

Name of Insured:

MARY E. BONURA

The estate or interest insured by this policy is fee simple vested in the insured by means of

Deed made by Jasper A. Forestiere to the insured dated July 22, 1976 and recorded in the Orange County Clerk's Office.

SCHEDULE A

The premises in which the insured has the estate or interest covered by this policy is described on the description sheet annexed.

SCHEDULE B

The following estates, interests, defects, objections to title, liens, and incumbrances and other matters are excepted from the coverage of this policy.

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental war or police powers over the premises.
3. Zoning restrictions or ordinances imposed by any governmental body.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to by or with the privy of the insured.

5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.

6. Compliance by the buildings or other erections upon the premises or their use with Federal, State and Municipal laws, regulations and ordinances.

7. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

8. Mortgage in the sum of \$81,650.00 with interest held by Jasper A. Forestiere.

9. Policy will except any state of facts that would be disclosed by an accurate survey and/or a personal inspection of premises. Policy will not insure the exact location, dimensions or boundaries herein described without an accurate survey.

10. Gas Main Easement in Liber 717 cp 102.

11. Pole line easements in Liber 724 cp 204, Liber 762 cp 288, Liber 965 cp 182 and Liber 1240 cp 371.

12. Covenants and Restrictions in Liber 1572 cp 194 and subsequent deeds of record.

Countersigned

-continued-


Authorized Signatory

NOTE: ATTACHED HERETO 3 ADDED PAGES.

(Schedule B continued)

Policy Number 76C-31350
Owners

Policy Number _____
Loan

13. Sewer line easement in Liber 1831 cp 819 affects Parcel II.
14. 1976-77 School tax.

Title No: 76G 31350

ALL THAT CERTAIN PLOT, piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange and State of New York bounded and described as follows:

PARCEL I

BEGINNING at a point in the westerly line of Route 9W the said point being distant 1332.5 feet measured on a course south 36 deg 25' West measured along said line of Route 9W from a concrete monument set at the northeasterly corner of the lands lying on the westerly side of said Highway, which was heretofore conveyed by Nicoll and Wightman to Andrea Corporation by deed dated December 22, 1950 and recorded in the Orange County Clerk's Office in Liber 1183 of Deeds at Page 472 on December 26, 1950 and runs thence from said point of beginning along the southerly side of a lot of land conveyed by Andrea Operating Corporation to Thomas Fanning and Elizabeth E. Fanning, North 53 deg 35' West for 200 feet to a point; thence parallel with Route 9W South 36 deg 25' West for a distance of 150 feet to a point; thence South 53 deg 35' East 200 feet to a point in the westerly line of Route 9W; thence along said line of Route 9W North 36 deg. 25' East 150 feet to the point or place of beginning.

PARCEL II

ALL THAT PIECE OR PARCEL OF LAND situate in the vicinity of Moodna, To

Title No: 76C 31350

SCHEDULE A - Description

New Windsor, County of Orange, ^And State of New York, bounded and described as follows:

BEGINNING at the southeasterly corner of lands now or formerly of Emerson Mid-State, Inc., as recorded in the office of the Clerk of the County of Orange in Liber 1183, Page 472 in the Westerly line of U. S. Route 9W; thence following along the westerly line of U.S. Route 9W South 36 deg 25' West 12.58 feet; thence South 55 deg 57' East 2.36 feet' thence again following along the westerly line of U. S. 9W, South 36 deg 13' West 87.51 feet; thence leaving said highway and passing thru the lands of the Cornwall Rock Products, Inc. the following courses and distances, North 53 deg. 35' West 202.39 feet; North 36 deg 13' East 79.16 feet; thence passing along lands of the Andrea Operating Corp. North 36 deg. 25' East 20.84 feet to the southwesterly corner of Emerson Mid-State Inc., thence along the southerly line of said corporation South 53 deg 35' East 200 feet to the point or place of beginning.

CONDITIONS OF THIS POLICY (CONTINUED)

6. Co-insurance and Apportionment

(a) In the event that a partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event, the insured becomes a co-insurer to the extent hereinafter set forth.

If the cost of the improvement exceeds twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing co-insurance provisions shall not apply to any loss arising out of a lien or encumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such co-insurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the premises are divisible into separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a *pro rata* basis as if this policy were divided *pro rata* as to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" and "(b)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgagor.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another company, this company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this company and the other insurer or insurers.

7. Assignment of Policy

If the interest insured by this policy is that of mortgagee, this policy may be assigned to and shall enure to the benefit of successive assignees of the mortgage without consent of this company or its endorsement of this policy. Provision is made in the rate manual of New York Board of Title Underwriters filed with the Super-

intendent of Insurance of the State of New York on behalf of this and other member companies for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this section shall this company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after date of this policy.

8. Subrogation

(a) This company shall, to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this company. The rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee, this company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this company under this policy shall in no event be increased by any such act of the insured.

9. Misrepresentation

Any untrue statement made by the insured with respect to any material fact, or any suppression of or failure to disclose any material fact, or any untrue answer by the insured to material inquiries before the issuance of this policy shall void this policy.

10. No Waiver of Conditions

This company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

11. Policy Entire Contract

All actions or proceedings against this company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this company in respect of other services rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

12. Validation and Modification

This policy is valid only when duly signed by a validating officer or agent. Changes may be effected only by written endorsement. If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances, except real estate taxes, assessments, water charges and sewer rents.

EASTERN REGION
Main Office
233 Broadway
New York, New York 10007



POLICY
OF
TITLE
INSURANCE

NEW YORK BOARD OF
TITLE UNDERWRITERS FORM 100D

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 21st day of JANUARY, nineteen hundred and SEVENTY

BETWEEN EUGENE LE FLOCH, individually and as Executor of the Estate of MARCEL LE FLOCH, residing at 4 Clinton Lane, Scotch Plains, New Jersey

as executor of the last will and testament of
MARCEL LE FLOCH , late of

who died on the 7th day of August, nineteen hundred and seventy-four
party of the first part, and

MARY E. BONURA, whose address is R. D. #1, Sarvis Lane,
Newburgh, New York 12550

party of the second part,

WITNESSETH, that the party of the first part, to whom letters
testamentary were issued by the Surrogate's Court, Orange County, New York
on September 25, 1974 and by virtue of the power and authority given in and by said last will
and testament, and/or by Article 11 of the Estates, Powers and Trusts Law, and in consideration of
ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED and 00/100ths-----
(\$112,500.00)----- dollars,
paid by the party of the second part, does hereby grant and
release unto the party of the second part, the distributees or successors and assigns of the party of the second
part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the Town of New Windsor, County of Orange and State of New York,
more particularly bounded and described as follows:

BEGINNING at a point in the westerly line of Route 9-W which point is distant
450.37 feet on a bearing South 36° 25' West from the southeast corner of lands
of Dominick and Margaret Coloni, which corner is one foot south face of a large
masonry pier and which point of beginning is at the southeasterly corner of
lands conveyed by Andrea Operating Corporation to Pierre Torch by Deed dated
July 17, 1961 and recorded in the Orange County Clerk's Office on July 21,
1961 in Liber 1597 of Deeds at page 648; running thence from said point of
beginning North 53° 35' West 200 feet to a pin; thence South 36° 25' West 100
feet to the northwest corner of a lot conveyed to Joseph and Virginia M. DiCarlo
by deed recorded in Liber 1329 of Deeds at page 349; thence along the north
line of the DiCarlo lot South 53° 35' East 200 feet to a point in the westerly line
of Route 9-W which point is the northeasterly corner of lands conveyed by Andrea
Operating Corporation to Joseph and Virginia M. DiCarlo; thence along the
westerly line of Route 9-W North 36° 25' East 100 feet to the point or place of
beginning. Containing 20,000 square feet of land, be the same more or less.

BEING the same premises described in deed dated 24 July 1962 from Andrea
Operating Corporation to Francois L. Torch and Marie M. Torch and recorded
in the Orange County Clerk's Office on 25 July 1962

123.75

12-
as executor of
MARCEL LE FLOCH

the last will and testament of
, late of

who died on the 7th day of August, nineteen hundred and seventy-four
party of the first part, and

MARY E. BONURA, whose address is R.D. #1, Sarvis Lane,
Newburgh, New York 12550

party of the second part,

WITNESSETH, that the party of the first part, to whom letters
testamentary were issued by the Surrogate's Court, Orange County, New York
on September 25, 1974 and by virtue of the power and authority given in and by said last will
and testament, and/or by Article 11 of the Estates, Powers and Trusts Law, and in consideration of
ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED and 00/100ths-----
(\$112,500.00)----- dollars,

paid by the party of the second part, does hereby grant and
release unto the party of the second part, the distributees or successors and assigns of the party of the second
part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the Town of New Windsor, County of Orange and State of New York,
more particularly bounded and described as follows:

BEGINNING at a point in the westerly line of Route 9-W which point is distant
450.37 feet on a bearing South 36° 25' West from the southeast corner of lands
of Dominick and Margaret Coloni, which corner is one foot south face of a large
masonry pier and which point of beginning is at the southeasterly corner of
lands conveyed by Andrea Operating Corporation to Pierre Torch by Deed dated
July 17, 1961 and recorded in the Orange County Clerk's Office on July 21,
1961 in Liber 1597 of Deeds at page 648; running thence from said point of
beginning North 53° 35' West 200 feet to a pin; thence South 36° 25' West 100
feet to the northwest corner of a lot conveyed to Joseph and Virginia M. DiCarlo
by deed recorded in Liber 1329 of Deeds at page 349; thence along the north
line of the DiCarlo lot South 53° 35' East 200 feet to a point in the westerly line
of Route 9-W which point is the northeasterly corner of lands conveyed by Andrea
Operating Corporation to Joseph and Virginia M. DiCarlo; thence along the
westerly line of Route 9-W North 36° 25' East 100 feet to the point or place of
beginning. Containing 20,000 square feet of land, be the same more or less.

BEING the same premises described in deed dated 24 July 1962 from Andrea
Operating Corporation to Francois L. Torch and Marie M. Torch and recorded
in the Orange County Clerk's Office on 25 July 1962 in Liber 1621 of Deeds at
Page 379.

ALSO ALL that certain lot, piece or parcel of land situate, lying and being in
the Town of New Windsor, County of Orange and State of New York, more
particularly bounded and described as follows:

LIBER 2156 PAGE 135

BEGINNING at a point in the westerly line of Route 9-W which point is distant 230.37 feet on a bearing South $36^{\circ} 25'$ West from the southeast corner of lands of Dominick and Margaret Coloni, which corner is one foot south of the south face of a large masonry pier; running thence North $53^{\circ} 35'$ West 200 feet to a pin; thence South $36^{\circ} 25'$ West 220 feet; thence South $53^{\circ} 35'$ East 200 feet to a point in the westerly line of Route 9-W; thence North $36^{\circ} 25'$ East 220 feet to the point or place of beginning, containing 1.01 acres of land, be the same more or less.

BEING the same premises described in deed dated 24 July 1962 from Pierre Torch to Francois L. Torch and Marie M. Torch and recorded in the Orange County Clerk's Office on 27 July 1962 in Liber 1621 of Deeds at page 662.

CONTAINS LIEN LAW TRUST COVENANT.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the distributees or successors and assigns of the party of the second part forever.

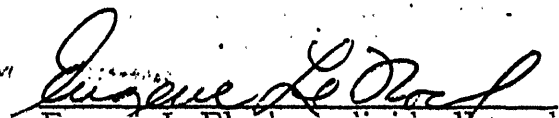
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:



to convey or dispose of, whether individually, or by virtue of said will or otherwise,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the distributees or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Michael O. Stitt

Eugene LeFloch
Eugene LeFloch, Individually and
as Executor of the Estate of Marcel
LeFloch.

STATE OF NEW YORK, COUNTY OF ORANGE ss:
On the 21st day of January, 1980, before me
personally came Eugene LeFloch, INDIVIDUALLY
AND AS EXECUTOR

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
he executed the same.

Michael O. Gittelson

MICHAEL O. GITTELSON
Notary Public, State of New York
Residing in Orange County
Commission Expires March 30, 1982
Reg. No. 02G11444635

STATE OF NEW YORK, COUNTY OF ss:
On the day of 19, before me
personally came

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
executed the same.

MICHAEL O. GITTELSON
Notary Public, State of New York
Residing in Orange County
Commission Expires March 30, 1982
Reg. No. 02G11444635

STATE OF NEW YORK, COUNTY OF ss:
On the day of 19, before me
personally came

to me known, who, being by me duly sworn, did depose and
say that he resides at No.

that he is the
of

, the corporation described
in and which executed the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed
to said instrument is such corporate seal; that it was so
affixed by order of the board of directors of said corpora-
tion, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss:
On the day of 19, before me
personally came

the subscribing witness to the foregoing instrument, with
whom I am personally acquainted, who, being by me duly
sworn, did depose and say that he resides at No.

that he knows

to be the individual
described in and who executed the foregoing instrument;
that he, said subscribing witness, was present and saw
execute the same; and that he, said witness,
at the same time subscribed his name as witness thereto.

Executor's Deed

TITLE NO.

EUGENE LE FLOCH, Individually and
as Executor of the Estate of Marcel
LeFloch

TO

MARY E. BONURA

SECTION

BLOCK

LOT

COUNTY OR TOWN

Recorded At Request of

RETURN BY MAIL TO:

Stephen M. Saland, Esq.
226 Mill Street
Poughkeepsie, New York 12601

Zip No.

12375
131

Filman

Michael O. Gittelson
MICHAEL O. GITTELSON
Notary Public, State of New York
Residing in Orange County
Commission Expires March 30, 1981
Reg. No. 02G11444635

MICHAEL O. GITTELSON
Notary Public, State of New York
Residing in Orange County
Commission Expires March 30, 1981
Reg. No. 02G11444635

STATE OF NEW YORK, COUNTY OF *ss:*
On the day of 19 , before me
personally came
to me known, who, being by me duly sworn, did depose and
say that he resides at No. ;
that he is the
of , the corporation described
in and which executed the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed
to said instrument is such corporate seal; that it was so
affixed by order of the board of directors of said corpora-
tion, and that he signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF *ss:*
On the day of 19 , before me
personally came
the subscribing witness to the foregoing instrument, with
whom I am personally acquainted, who, being by me duly
sworn, did depose and say that he resides at No. ;
that he knows to be the individual
described in and who executed the foregoing instrument;
that he, said subscribing witness, was present and saw
execute the same; and that he, said witness,
at the same time subscribed h name as witness thereto.

Executor's Deed

SECTION
BLOCK
LOT
COUNTY OR TOWN

TITLE NO.

EUGENE LE FLOCH, Individually and
as Executor of the Estate of Marcel
LeFloch
TO
MARY E. BONURA

Recorded At Request of

RETURN BY MAIL TO:

Stephen M. Saland, Esq.
226 Mill Street
Poughkeepsie, New York 12601
Zip No.

12375
13
Fildman

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

RECEIVED
\$ *123.75*
REAL ESTATE
JAN 25 1980
4464
Chx

Orange County Clerk's Office, S.S.
Recorded on the *23* day
of *Jan* 1980 at *2:35*
o'clock *P.M.* in Liber *2158*
..... at page *135*.
and Examined
Jack E. Saland Clerk

CHICAGO TITLE INSURANCE COMPANY

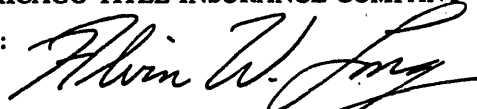
in consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or encumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby, or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
FELDMAN-JACOBSON ABSTRACT CORP.
94 Market Street
Poughkeepsie, New York 12601
(914) 454-1171 or 485-9709


CHICAGO TITLE INSURANCE COMPANY

By:



President.

ATTEST:



Secretary.



Marcel Le Bloch

**RETAKE
OF
PREVIOUS
DOCUMENT**

NEW YORK BOARD OF TITLE UNDERWRITERS FORM 100D

33 004 07 09020

CHICAGO TITLE INSURANCE COMPANY

in consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or encumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby, or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
FELDMAN-JACOBSON ABSTRACT CORP.
94 Market Street
Poughkeepsie, New York 12601
(914) 454-1171 or 485-9709

CHICAGO TITLE INSURANCE COMPANY

By:

Alvin W. Long
President.

ATTEST:

Chester C. McCullough
Secretary.



Marcel Le Bloch

Number
80-11-040011

Date of Issue
January 21, 1980

Amount of Insurance
\$113,000.00

Name of Insured: MARY E. BONURA

The estate or interest insured by this policy is FEE SIMPLE vested in the insured by means of DEED made by EUGENE LE FLOCH individually and as Executor of the Estate of Marcel LeFloch, deceased, to the insured herein dated January 21, 1980.

SCHEDULE A

The premises in which the insured has the estate or interest covered by this policy is described on the description sheet annexed.

SCHEDULE B

The following estates, interests, defects, objections to title, liens, and incumbrances and other matters are excepted from the coverage of this policy.

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof.
7. Mortgage for \$ 75,000.00 and interest held by Eugene LeFloch.
8. Any state of facts an accurate survey may show.
9. The exact location, dimensions or boundaries of premises described in Schedule "A" are not insured.

4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to by or with the privity of the insured.

5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.

6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

Countersigned

Authorized Signatory

NOTE: ATTACHED HERETO 1 ADDED PAGES.

SCHEDULE A - Description

TITLE NO. 80-11-040011

PARCEL I:

ALL THAT CERTAIN LOT, PIECE OR PARCEL of land, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows:

BEGINNING at a point in the westerly line of Route 9W which point is distant 450.37 feet on a bearing South 36° 25' West from the southeast corner of lands of Dominick and Margaret Coloni, which corner is one foot south of the south face of a large masonry pier and which point of beginning is at the southeasterly corner of lands conveyed by Andres Operating Corporation to Pierre Torch by deed dated July 17, 1961 and recorded in the Orange County Clerk's Office on July 21, 1961 in Liber 1597 of Deeds at page 648; thence running from said point of beginning North 53° 35' West 200 feet to a pin; thence South 36° 25' West 100 feet to the northwest corner of a lot conveyed to Joseph and Virginia M. DiCarlo by deed recorded in Liber 1329 of Deeds at page 349; thence along the north line of the DiCarlo lot South 53° 35' East 200 feet to a point in the westerly line of Route 9W which said point is the northeasterly corner of lands conveyed by Andrea Operating Corporation to Joseph and Viriniga M. DiCarlo; thence along the westerly line of Route 9W North 36° 25' East 100 feet to the point or place of beginning.

PARCEL II:

ALL THAT CERTAIN LOT, PIECE OR PARCEL of land, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows:

BEGINNING at a point in the westerly line of Route 9W which point is distant 230.37 feet on a bearing South 36° 25' West from the southeast corner of lands of Dominick and Margaret Coloni, which corner is one foot south of the south face of a large masonry pier; running thence North 53° 35' West 200 feet to a pin; thence South 36° 25' West 220 feet; thence South 53° 35' East 200 feet to a point in the westerly line of Route 9W; thence North 36° 25' East 220 feet to the point or place of beginning.



This Indenture,

LIBER 2221 PG 1026

mv

Made the 7th day of May Nineteen Hundred and Eighty-two

Between THE FIRST NATIONAL BANK OF HIGHLAND, a banking institution duly organized and existing under and by virtue of the laws of the United States of America with a principal place of business at 54 ~~a corporation organized under the laws of~~ Milton Avenue, Highland, Ulster County, New York,

MARY E. BONURA residing at 87 Route 9W South, Newburgh, Orange County, New York, *party of the first part, and*

part y of the second part,
Witnesseth that the party of the first part, in consideration of -----

ONE AND NO/100-----Dollar (\$ 1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, her heirs and assigns forever, ~~all~~ ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate, lying and being in the Town of New Windsor, Orange County, New York, bounded and described as follows:

BEGINNING at a point in the westerly line of Route 9-W, the said point being a distance of 1157.5 feet measured on a course south 36 degrees 25 minutes west along said line from a concrete highway monument set at the intersection of said westerly line of Route 9-W with the northerly line of the lands heretofore conveyed by William L. Nicoll and Elizabeth B. Nicoll and Anne Camac Nicoll Wightman, by deed dated December 22, 1950 and recorded in the Orange County Clerk's Office on December 26, 1950 in Liber 1183 of Deeds at page 472, the said point of beginning being in the northerly line of a proposed street 50 feet wide leading from Route 9-W in a westerly direction into the lands of said Andrea Operating Corporation to the easterly line of another proposed street 50 feet wide running parallel with said Route 9-W and runs thence from said point of beginning along the northerly line of the first mentioned proposed street north 53 degrees 35 minutes 35 seconds west 200 feet to a point in the easterly line of said second proposed street; thence along said line parallel with said Route 9-W north 36 degrees 25 minutes east 100 feet to a point; thence south 53 degrees 35 minutes east 200 feet to a point in the westerly line of Route 9-W thence along said line south 36 degrees 25 minutes west 100 feet to the point or place of beginning.

The said parcel as hereby described being a lot 100 feet front and rear facing on Route 9-W and 200 feet in depth and being a part or portion of the aforementioned lands of Andrea Operating Corporation

SUBJECT to easements rights granted to Central Hudson Gas and Electric Corporation and to the New York Telephone Company.

BEING the same premises which were conveyed by Andrea Operating Corporation to Joseph DiCarlo and Virginia M. Di Carlo, by deed dated November 12, 1954 and recorded in the Orange County Clerk's Office on November 20, 1954 in Liber 1329 of Deeds at page 349.

Not a Fee Title Insured by
Chicago Title Insurance Company
Fieldman-Jacobson Mortgage Corp., Agent
File No: 821148015

Between THE FIRST NATIONAL BANK OF HIGHLAND, a banking institution duly organized and existing under and by virtue of the laws of the United States of America with a principal place of business at 54 ~~an corporation organized under the laws of~~ Milton Avenue, Highland, Ulster County, New York,

MARY E. BONURA residing at 87 Route 9W South, Newburgh, Orange County, New York, *party of the first part, and*

part y of the second part,
Witnesseth that the party of the first part, in consideration of -----

ONE AND NO/100-----Dollar (\$ 1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, her heirs and assigns forever, ~~allxx~~ ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate, lying and being in the Town of New Windsor, Orange County, New York, bounded and described as follows:

BEGINNING at a point in the westerly line of Route 9-W, the said point being a distance of 1157.5 feet measured on a course south 36 degrees 25 minutes west along said line from a concrete highway monument set at the intersection of said westerly line of Route 9-W with the northerly line of the lands heretofore conveyed by William L. Nicoll and Elizabeth B. Nicoll and Anne Camac Nicoll Wightman, by deed dated December 22, 1950 and recorded in the Orange County Clerk's Office on December 26, 1950 in Liber 1183 of Deeds at page 472, the said point of beginning being in the northerly line of a proposed street 50 feet wide leading from Route 9-W in a westerly direction into the lands of said Andrea Operating Corporation to the easterly line of another proposed street 50 feet wide running parallel with said Route 9-W and runs thence from said point of beginning along the northerly line of the first mentioned proposed street north 53 degrees 35 minutes 35 seconds west 200 feet to a point in the easterly line of said second proposed street; thence along said line parallel with said Route 9-W north 36 degrees 25 minutes east 100 feet to a point; thence south 53 degrees 35 minutes east 200 feet to a point in the westerly line of Route 9-W thence along said line south 36 degrees 25 minutes west 100 feet to the point or place of beginning.

The said parcel as hereby described being a lot 100 feet front and rear facing on Route 9-W and 200 feet in depth and being a part or portion of the aforementioned lands of Andrea Operating Corporation

SUBJECT to easements rights granted to Central Hudson Gas and Electric Corporation and to the New York Telephone Company.

BEING the same premises which were conveyed by Andrea Operating Corporation to Joseph DiCarlo and Virginia M. Di Carlo, by deed dated November 12, 1954 and recorded in the Orange County Clerk's Office on November 30, 1954 in Liber 1329 of Deeds at page 349.

BEING the same premises which were conveyed by Joseph Di Carlo and Virginia M. Di Carlo to Anthony R. Di Carlo by deed dated April 6, 1965 in Liber 1710 of Deeds at page 327.

BEING a portion of the premises conveyed by Joseph Scali, Referee, to The First National Bank of Highland by deed dated January 17, 1980 and recorded in the Orange County Clerk's Office January 24, 1980 in Liber 2155 of Deeds at page 1067.

File No: 821104901A
Chicago Title Insurance Company
Fieldman-Inspector-Recorder-Recorder-Recorder

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted unto the part of the second part, and her heirs assigns forever.

And the party of the first part covenants that it has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

And That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has caused its corporate seal to be hereto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.

In Presence of

THE FIRST NATIONAL BANK OF HIGHLAND

By Charles J. Alfano
Charles J. Alfano, Vice-President

State of New York
County of ULSTER

ss.

On this 19 day of
Nineteen Hundred and Eighty-two May

before me personally came

CHARLES J. ALFANO

to me personally known, who, being by me duly sworn, did depose and say that he resides in Milton, New York that he is ~~the~~ a Vice-President of THE FIRST NATIONAL BANK OF HIGHLAND the corporation described in, and which executed, the within Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Jerry R. Valentini

And the party of the first part covenants that it has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

And That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has caused its corporate seal to be hereto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.

In Presence of

THE FIRST NATIONAL BANK OF HIGHLAND

By Charles J. Alfano Vice-President
Charles J. Alfano, Vice-President

State of New York }
County of ULSTER } ss.

On this 6th day of May
Nineteen Hundred and Eighty-two

before me personally came CHARLES J. ALFANO

to me personally known, who, being by me duly sworn, did depose and say that he resides in Milton, New York that he is ~~the~~ a Vice-President of THE FIRST NATIONAL BANK OF HIGHLAND the corporation described in, and which executed, the within Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Mary R. Valentino

MARY R. VALENTINO
NOTARY PUBLIC, IN THE STATE OF NEW YORK
RESIDENT IN AND FOR ULSTER COUNTY
COMMISSION EXPIRES MARCH 30, 1923

LIBER 2221 PG 1027

Deed

Covenant Against Grantor with Lien Covenant
(Corporation)

THE FIRST NATIONAL BANK OF
HIGHLAND

TO

MARY E. BONURA

Dated, May 7th 19 82

Orange County Clerk's Office, s.s.

Recorded on the 10th day

of May 19th at 2⁰⁰

o'clock P.M. in Liber 2221

Deed at page 1028

and Examined.

Marion S. Murphy
Clerk

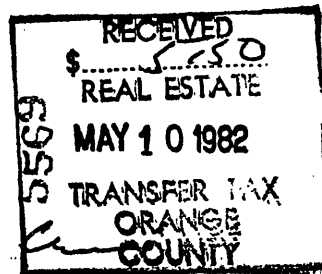
LAW OFFICES

STEWART T. SCHANTZ, P.C.

5-7 MILTON AVENUE

HIGHLAND, NEW YORK 12528

S. M. Saland



LIBER 2221 Pg 1028

JUN 7 - REC'D

33 048 07 00009

CHICAGO TITLE INSURANCE COMPANY

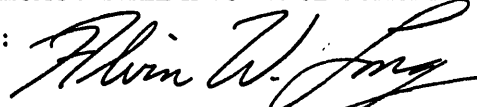
in consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or encumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby, or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
FELDMAN-JACOBSON ABSTRACT
CORP.
295 Broadway
Newburgh, NY 12550

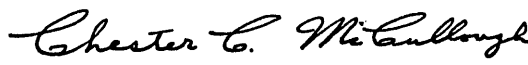
CHICAGO TITLE INSURANCE COMPANY

By:



President.

ATTEST:



Secretary.



FN B of Highland

Fee	OFFICE FILE NUMBER 82-11-048015	POLICY NUMBER 33 048 07 00009	DATE OF POLICY May 7, 1982	AMOUNT OF INSURANCE \$5,000.00
Loan	OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE

Name of Insured: MARY E. BONURA

The estate or interest insured by this policy is FEE SIMPLE vested in the insured by means of DEED made by THE FIRST NATIONAL BANK OF HIGHLAND to the insured herein dated May 7, 1982.

SCHEDULE A

The premises in which the insured has the estate or interest covered by this policy is described on the description sheet annexed.

SCHEDULE B

The following estates, interests, defects, objections to title, liens, and incumbrances and other matters are excepted from the coverage of this policy.

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof.

4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to by or with the privity of the insured.

5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.

6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

7. Any state of facts an accurate survey may show.
8. The exact location, dimensions or boundaries of the premises described in "Schedule A" are not insured.
9. Pole line easements contained in Liber 717 cp 102, Liber 724 cp 204 and Liber 965 cp 182.

Countersigned

Authorized Signatory

NOTE: ATTACHED HERETO 1 ADDED PAGES.

FORM 3265

SCHEDULE A — Description

TITLE NO. 82-11-048015

ALL THAT CERTAIN PLOT, PIECE OR PARCEL of land, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, bounded and described as follows:

BEGINNING at a point in the westerly line of Route 9W, the said point being a distance of 1157.5 feet measured on a course, South 36° 25' West along said line from a concrete highway monument set at the intersection of said westerly line of Route 9W with the northerly line of the lands heretofore conveyed by William L. Nicoll and Elizabeth B. Nicoll and Anne Camac Nicoll Wightman, by deed dated December 22, 1950 and recorded in the Orange County Clerk's Office on December 26, 1950 in Liber 1183 of Deeds at page 472, the said point of beginning being in the northerly line of a proposed street 50 feet wide leading from Route 9W in a westerly direction into the lands of said Andrea Operating Corporation to the easterly line of another proposed street 50 feet wide running parallel with said Route 9W and runs thence from said point of beginning along the northerly line of the first mentioned proposed street, North 53° 35' 35" West 200 feet to a point in the easterly line of said second proposed street, thence along said line parallel with said Route 9W, North 36° 25' East 100 feet to a point; thence South 53° 35' East 200 feet to a point in the Westerly line of Route 9W; thence along said line, South 36° 25' West 100 feet to the point or place of beginning.

The said parcel as hereby described being a lot 100 feet front and rear facing on Route 9W and 200 feet in depth.

8
DESCRIPTION

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 7th day of October, nineteen hundred and Eighty Three
BETWEEN ALBERT S. PLONA & MARGARET P. PLONA, husband and wife,
residing at 305 Hudson Street, Cornwall-on-Hudson, Orange County,
New York,

party of the first part, and MARY BONURA, residing at Sarvis Lane, R. D. #5,
Town of Newburgh, Orange County, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of -----

-----TEN and 00/100 (\$10.00)-----dollars,

lawful money of the United States, and other good and valuable consideration paid
by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the Town of New Windsor, County of Orange, State of
New York, bounded and described as follows:

BEGINNING at a point in the westerly line of Route 9-W the said
point being a distance of 1207.5' measured on a course S 36°25' W
measured along said line of Route 9-W from a concrete monument set
at the northeasterly corner of the lands lying on the westerly side
of said highway which were heretofore conveyed by NICOLL and WIGHTM
to ANDREA CORPORATION by deed dated December 22, 1950 and recorded
in the Orange County Clerk's Office in Liber 1183 of Deed at page
472 on December 26, 1950 and runs thence from said point of beginni
along the southerly line of a proposed roadway 50' in width N 53°35'
W 200 feet to a point, thence along the easterly line of an inter-
secting roadway 50 feet in width, the said roadway running parallel
with 9-W S 36°25' W 125 feet to a point, thence S 53°35' E 200 feet
to a point in the westerly line of Route 9-W, thence along said
line N 36°25' E 125 feet to the point or place of beginning.

The said parcel as hereby described being a lot 125 feet front and
rear and 200 feet in depth and being a part or portion of said ANDR
OPERATING CORPORATION lands.

BEING the same premises conveyed by Thomas Fanning and Elizabeth
M. Fanning, his wife, to Albert S. Plona and Margaret P. Plona,
his wife by deed dated the 27th day of May, 1954 and recorded in
the Orange County Clerk's Office on June 4, 1954 in Liber 1307 of
Deeds at page 579

party of the first part, and MARY BONURA, residing at Sarvis Lane, R. D. #5,
Town of Newburgh, Orange County, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of -----

-----TEN and 00/100 (\$10.00)-----dollars,

lawful money of the United States, and other good and valuable consideration paid
by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the Town of New Windsor, County of Orange, State of
New York, bounded and described as follows:

BEGINNING at a point in the westerly line of Route 9-W the said
point being a distance of 1207.5' measured on a course S 36°25' W
measured along said line of Route 9-W from a concrete monument set
at the northeasterly corner of the lands lying on the westerly side
of said highway which were heretofore conveyed by NICOLL and WIGHTM
to ANDREA CORPORATION by deed dated December 22, 1950 and recorded
in the Orange County Clerk's Office in Liber 1183 of Deed at page
472 on December 26, 1950 and runs thence from said point of beginning
along the southerly line of a proposed roadway 50' in width N 53°35'
W 200 feet to a point, thence along the easterly line of an inter-
secting roadway 50 feet in width, the said roadway running parallel
with 9-W S 36°25' W 125 feet to a point, thence S 53°35' E 200 feet
to a point in the westerly line of Route 9-W, thence along said
line N 36°25' E 125 feet to the point or place of beginning.

The said parcel as hereby described being a lot 125 feet front and
rear and 200 feet in depth and being a part or portion of said ANDR
OPERATING CORPORATION lands.

BEING the same premises conveyed by Thomas Fanning and Elizabeth
M. Fanning, his wife, to Albert S. Plona and Margaret P. Plona,
his wife by deed dated the 27th day of May, 1954 and recorded in
the Orange County Clerk's Office on June 4, 1954 in Liber 1307 of
Deeds at page 579.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Albert S. Plona
ALBERT S. PLONA

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Albert S. Plona
ALBERT S. PLONA

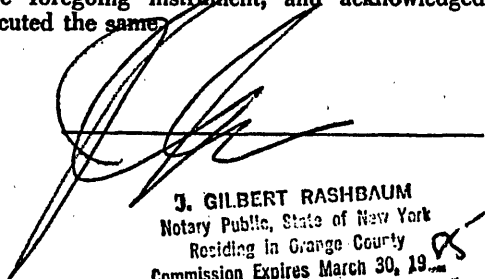
Margaret R. Plona
MARGARET R. PLONA

STATE OF NEW YORK, COUNTY OF ORANGE

SS:

On the 7th day of October 1983, before me personally came ALBERT S. PLONA & MARGARET P. PLONA,

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they executed the same.


J. GILBERT RASHBAUM
Notary Public, State of New York
Residing in Orange County
Commission Expires March 30, 1985

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

E No.

BERT S. PLONA & MARGARET P. PLONA

TO

RY BONURA,

SECTION

BLOCK

LOT

COUNTY OR TOWN Cornwall

36-14-2

RETURN BY MAIL TO:

Zip No.

Y.inkelstein

g Office.

166

copy

and Examined.
Marion S. Murphy
Clerk

SEARCH

File No. UP 6814-1

GOSHEN ABSTRACT CORPORATION DOES HEREBY CERTIFY, *That it has caused the Indices and Dockets in the County Clerk's Office of Orange County, N. Y., to be searched for Deeds, General Assignments, uncancelled Mortgages and Mortgages to Loan Commissioners, executed by, and uncancelled Lispendens, Collectors' Bonds, Sheriff's Certificates of Sale, Orders Appointing Receivers, Insolvent Assignments, Foreclosure by Advertisement, Homestead Exemptions, Contracts for Building Loans, Conditional Sales Contracts for three years past and Federal Tax Liens docketed during the period or periods stated, and for liens filed pursuant to Sect. 150-a C. P. A. and, since February 26, 1936, for Notices filed under Article 10-B of the Lien Law, against the following person or persons, corporation or corporations:*

Julie Miron from October 25, 1970 to September 19, 1973.

* Albert S. Plona from July 12, 1954 to September 23, 1983.

Margaret P. Plona from July 12, 1954 to September 23, 1983.

and also that it has caused the Dockets of Mechanics' Liens in said office, to be searched for uncancelled Mechanics' Liens docketed against

Same names as above beginning with * from September 23, 1981 to September 23, 1983.

and also that it has caused the Dockets of Judgments, in said office to be searched for unsatisfied Judgments and Transcripts of Judgments docketed against

Same names as above in Paragraph One beginning with * from September 23, 1973 to September 23, 1983.

and finds as follows affecting lands in the Town of New Windsor, County of Orange and State of New York as described in Deed, Julie Miron to Albert S. Plona

GOSHEN ABSTRACT CORPORATION DOES HEREBY CERTIFY, *that it has caused the indices and Dockets in the County Clerk's Office of* **Orange** *County, N. Y., to be searched for Deeds, General Assignments, uncancelled Mortgages and Mortgages to Loan Commissioners, executed by, and uncancelled Lispendens, Collectors' Bonds, Sheriff's Certificates of Sale, Orders Appointing Receivers, Insolvent Assignments, Foreclosure by Advertisement, Homestead Exemptions, Contracts for Building Loans, Conditional Sales Contracts for three years past and Federal Tax Liens docketed during the period or periods stated, and for liens filed pursuant to Sect. 150-a C. P. A. and, since February 26, 1936, for Notices filed under Article 10-B of the Lien Law, against the following person or persons, corporation or corporations:*

Julie Miron from October 25, 1970 to September 19, 1973.
* Albert S. Plona from July 12, 1954 to September 23, 1983.
Margaret P. Plona from July 12, 1954 to September 23, 1983.

and also that it has caused the Dockets of Mechanics' Liens in said office, to be searched for uncancelled Mechanics' Liens docketed against

Same names as above beginning with * from September 23, 1981 to September 23, 1983.

and also that it has caused the Dockets of Judgments, in said office to be searched for unsatisfied Judgments and Transcripts of Judgments docketed against

Same names as above in Paragraph One beginning with * from September 23, 1973 to September 23, 1983.

and finds as follows affecting lands in the Town of New Windsor, County of Orange and State of New York as described in Deed, Julie Miron to Albert S. Plona and Margaret P. Plona, his wife, dated September 14, 1973 and recorded September 18, 1983 in the Orange County Clerk's Office in Liber 1955 of Deeds at page 133.

Dated, Goshen, N. Y. Sept. 23, 1983

F, M, K&L



FCW DEED

Dated May 27, 1954

Ack. May 27, 1954.

Rec. June 4, 1954

Cons'd. \$10 & OG&VC

Liber 1307 cp. 579

Hab Fee

1303 0489 535, April 23

Grant and release unto the parties of the second part, their heirs and assigns forever,

BEGINNING at a point in the westerly line of Route 9-W, the said point being a distance of 1207.5' measured on a course S 36° 25' W measured along said line of Route 9-W from a concrete monument set at the northeasterly corner of the lands lying on the westerly side of said highway which were heretofore conveyed by Nicoll and Wightman to Andrea Corporation by deed dated December 22, 1950 and recorded in the Orange County Clerk's Office in Liber 1183 of Deeds at page 472 on December 26, 1950 and runs thence from said point of beginning along the southerly line of a proposed roadway 50' in width N 53° 35' W 200 feet to a point, thence along the easterly line of an intersecting roadway 50 feet in width, the said roadway running parallel with 9-W S 36° 25' W 125 feet to a point, thence S 53° 35' E 200 feet to a point in the westerly line of Route 9-W, thence along said line N 36° 25' E 125 feet to the point or place of beginning.

The said parcel as hereby described being a lot 125 feet front and rear and 200 feet in depth and being a part or portion of said Andrea Operating Corporation lands.

BEING the same premises which were conveyed to Thomas Fanning

and Elizabeth M. Fanning by Andrea Operating Corporation by deed dated June 30th, 1952 and recorded in the Orange County Clerk's Office on September 30th, 1952 in Book 1245 of Deeds at page 191.

CONTAINS LIEN LAW TRUST COVENANT.

M.N. For Release of Restrictions See Book 1383 page 335, April 23, 1956.

Rec 4-73-56
L1383 of 335

335

AGREEMENT, made between ALBERT S. PLONA and MARGARET P. PLONA, husband and wife, both residing at #305 Hudson Street, Cornwall, Orange County, New York, and ANDREA OPERATING CORPORATION, a New York corporation with principal place of business on River Road (no number address) in the City of Newburgh, Orange County, New York.

WITNESSETH:

WHEREAS, the aforesaid Andrea Operating Corporation did convey to one Thomas Fanning and Elizabeth Fanning, by deed dated June 30, 1952 and recorded in the Orange County Clerk's Office on September 30, 1952 in Liber 1245 of Deeds at page 191, certain premises in the Town of New Windsor, located on the west side of Route 9-W, and more particularly described in the aforesaid deed, and

WHEREAS, the aforesaid Thomas Fanning and Elizabeth Fanning did, by deed dated May 27, 1954, convey the aforesaid premises to Albert S. Plona and Margaret P. Plona, husband and wife, which deed was recorded in the Orange County Clerk's Office on June 4, 1954 in Liber 1307 of Deeds at page 579, and

WHEREAS, the aforesaid Andrea Operating Corporation did convey a certain lot to one Albert Vanzo located in the general tract wherein it was agreed that certain restrictions would be placed upon the property conveyed to Vanzo and in addition thereto, that similar restrictions would be applied against all other lots shown on a map of Bernardville, Section 2, west side of Route 9-W, containing in all 16 lots, and,

WHEREAS, the aforesaid lot now owned by Albert S. Plona and Margaret P. Plona is one of the aforesaid lots of the 16 lots referred to in the Vanzo deed, and

WHEREAS, the aforesaid Vanzo has agreed to reconvey to Andrea Operating Corporation the property which he purchased previously from Andrea Operating Corporation,

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar, by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, it is agreed as follows:

1. That the aforesaid Albert S. Plona and Margaret P. Plona do hereby release and discharge the aforesaid Andrea Operating Corporation from any and all obligations in connection with the imposing of certain restrictions insofar as the usage of the premises are concerned, and particularly releases the aforesaid Andrea Operating Corporation from imposing restrictions against the usage of the aforesaid premises shown on the map containing the aforesaid 16 lots known as Bernardsville, Section 2, located on the west side of Route 9-W from their usage of the aforesaid premises for commercial purposes.

2. That the aforesaid Andrea Operating Corporation does hereby release and discharge the aforesaid Albert S. Plona and Margaret P. Plona from any restrictions in connection with the usage of the premises owned by the aforesaid Albert S. Plona and Margaret P. Plona, so that the premises now owned by the aforesaid Albert S. Plona and Margaret P. Plona shall be considered as being without any restrictions as to the use thereof.

**PREVIOUS
DOCUMENTS
IN POOR
ORIGINAL
CONDITION**

EASEMENT FOR PUBLIC SEWER

LINE 1834 PG 416

In consideration of the sum of One Dollar (\$1.00) lawful money of the United States, the receipt whereof is hereby acknowledged, the undersigned, ALBERT S. PLONA and MARGARET P. PLONA, husband and wife, both residing at 305 Hudson Street, Cornwall-on-Hudson, Orange County, New York, hereinafter called "Grantors," hereby grant unto the TOWN OF NEW WINDSOR, a municipal corporation having its offices at 244 Union Avenue, Town of New Windsor, Orange County, New York, hereinafter called "Grantee," for the use of Sewer District No. 9, a right of way 20 feet in width to enter upon, lay and construct a pipe and appurtenances for conveying sewage in, on, over, through and under the property of the Grantors, and a perpetual right of way 10 feet in width over the property of the Grantors to maintain, repair and replace the aforesaid pipe and appurtenances, said property being situate in the Town of New Windsor, Orange County, New York, the centerline of said easements being described as follows:

BEGINNING at a point in the northerly line of lands of the Grantors, said point being N 53° 35' W 2'+ from the westerly line of N.Y.S. Route 9W; thence, through lands of the Grantors S 53° 19' 33" W 131.0'+ to a point in the southerly line of lands of the Grantors and the northerly line of lands now or formerly of Forestierre, said point being N 53° 35' W 40'+ from the westerly line of said N.Y.S. Route 9W.

ALL of which is shown on Map No. 3 of Sewer District No. 9 prepared by Herbert L. Kartiganer P.E., L.S., dated 25 February 1969, revised 19 September 1969, a copy of which is hereto attached.

The Grantors reserve the right to use and enjoy the said premises, except for the rights and privileges herein described and granted, provided that such use shall not interfere with or cause injury or damage to the said sewer line or appurtenances thereto.

This grant is made upon the express conditions and reservations which shall continue and run with the land:

(a) That the Grantee shall, at its own cost and expense after completion of the original construction or the completion of future repairs to the sewer line, restore the surface of said lands and premises to substantially the same condition as before such construction or repairs, including the resurfacing of any portion of the premises subsequent to any construction necessary to restore the premises to the condition in which they existed previous to the construction.

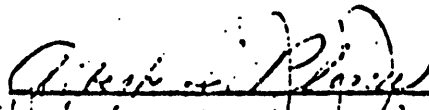
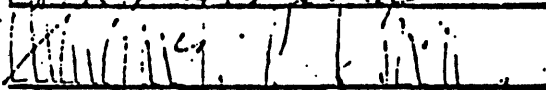
(b) That the sewer line and appurtenances placed in or under said right of way shall, at all times, remain the property of the Grantee and under its control and supervision and the Grantors shall not interfere with or cause injury or damage to said sewer line or appurtenances.

(c) That no manhole will be installed upon the right of way hereby granted and that the average depth of the pipe will be 3 feet below the surface of Route 9W as it now exists.

This grant shall be binding upon the Grantors and the Grantee and their respective successors, heirs, or assigns.

TO HAVE AND TO HOLD the rights herein granted unto the Grantee forever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the 22nd day of October, 1969.

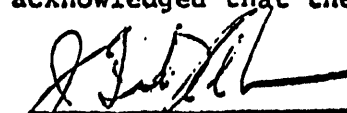
STATE OF NEW YORK:

ss.

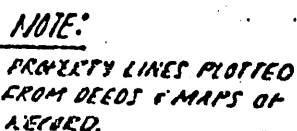
COUNTY OF ORANGE :

On this 22nd day of October, 1969, before me came ALBERT S. PLONA and MARGARET P. PLONA, to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they duly acknowledged that they executed the same.

SEP 19 1969 PC 417


J. Gilbert Rashbaum
Orange County
Commission Expires Mar. 30, 1971

LINE 1834 PG 418

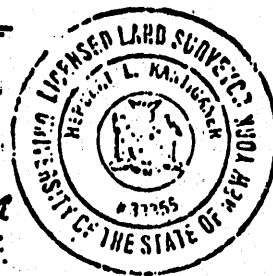


IN LANDS NOW OR FORMERLY OF:

TOWN OF ALIV WINDSOR • ORANGE CO., N.Y.

HERBERT L. KARTIGANER, P.E., L.S.
CONSULTING ENGINEERS • NEWBURGH, N.Y.

HERBERT L. KAN. TENNER RE. LS.
A15 NO: 53354



JIB NO. 066-21

DE. BY. EDC

CR. BY: FJV

25 FEB. 1969

REV. 1: 19 SEPT. : 1962

Recorded 11-12-1969

ALBERT S. PLONA and
MARGARET P. PLONA, his wife

to

JULIE MIRON

FCW DEED

Dated Oct. 26, 1970

Ack. Oct. 26, 1970

Rec. Oct. 28, 1970

Cons'd. \$10 & OG&VC

Liber 1858 cp. 882

Hab Fee

Grant and release unto the party of the second part, his
heirs and assigns forever,

Q that piece or parcel of land situate, lying and being in the Town
of New Windsor, County of Orange, State of New York, bounded and de-
scribed as follows:

BEGINNING at a point in the westerly line of Route 9-W, the said
point being a distance of 1207.5' measured on a course S-36° 25' W
measured along said line of Route 9-W from a concrete monument set at
the northeasterly corner of the lands lying on the westerly side of
said highway which were heretofore conveyed by NICOLL and WIGHTMAN
to ANDREA CORPORATION by deed dated December 22, 1950 and recorded
in the Orange County Clerk's Office in Liber 1183 of Deeds at page
472 on December 26, 1950 and runs thence from said point of beginning
along the southerly line of a proposed roadway 50' in width N 53°
35' W 200 feet to a point, thence along the easterly line of an in-
tersecting roadway 50 feet in width, the said roadway running parallel
with 9-W S 36° 25' W, 125 feet to a point, thence S 53° 35' E 200
feet to a point in the westerly line of Route 9-W, thence along said
line N-36° 25' E 125 feet to the point or place of beginning.

The said parcel as hereby described being a lot 125 feet front
and rear and 200 feet in depth and being a part or portion of said
ANDREA OPERATING CORPORATION lands.

BEING the same premises described in a deed from THOMAS FANNING
and ELIZABETH M. FANNING to ALBERT S. PLONA and MARGARET P. PLONA,
dated May 27th, 1954 and recorded in the Orange County Clerk's Office
on June 4, 1954 in Liber 1307 of Deeds at Page 579.

SUBJECT to a perpetual easement and right of way over the following
described piece or parcel of land twenty (20) feet in width, situate,
lying and being in the Town of New Windsor, County of Orange and State
of New York, the centerline of which is bounded and described as follows:

BEGINNING at a point in the northerly line of lands
of the Grantors, said point being N 53° 35' W 2'± from
the westerly line of N.Y.S. Route 9W; thence, through
lands of the Grantors S 53° 19' 33" W 131.0'± to a
point in the southerly line of lands of the Grantors
and the northerly line of lands now or formerly of
Forestierre, said point being N 53° 35' W 40'± from
the westerly line of said N.Y.S. Route 9W.

ALL of which is shown on Map No. 3 of Sewer District
No. 9 prepared by Herbert L. Kartiganer, P.E.L.S.,
dated 25 Feb. 1969, last revised 19 September 1969.

Said perpetual easement and right of way is fully set forth in a grant from the said ALBERT S. PLONA and MARGARET P. PLONA, his wife, to TOWN OF NEW WINDSOR by an instrument dated October 22, 1969 and recorded in the Orange County Clerk's Office on November 12, 1969 in Liber 1834 of Deeds at Page 417.

CONTAINS LIEN LAW TRUST COVENANT.

JULIE MIRON

to

ALBERT S. PLONA and
MARGARET P. PLONA, his wife

B. & S. (CAG) DEED
Dated Sept. 14, 1973
Ack. Sept. 14, 1973
Rec. Sept. 18, 1973
Cons'd. \$10 & OG&VC
Liber 1955 cp. 133
Hab. Fee

Grant and release unto party of the second part the heirs or
successors and assigns of party of the second part forever,

Same premises by same description and subject to same
perpetual easement and right of way and same reference to Liber
1834 cp. 417 as in Liber 1858 cp. 882.

BEING the same premises described in a Deed from Albert S.
Plona and Margaret P. Plona to Julie Miron dated October 26th,
1970 and recorded in the Orange County Clerk's Office on October
28th, 1970 in Liber 1858 of Deeds at page 882.

CONTAINS LIEN LAW TRUST COVENANT.

Special District.

Treasurer's Record on
responsibility is assumed
for any alterations made

GOSHEN ABSTRACT CORPORATION further certifies that it has caused a search to be made in the Office of the Treasurer of Orange County for unpaid taxes and uncanceled tax sales from 1954 to date affecting premises in the Town of New Windsor described in the foregoing search against the names of the persons appearing herein as owners thereof for the periods of their ownership, which premises are assessed on the 1983 State and County Roll as follows:

Albert S. & Margaret P. Plona
US Hwy 9WW
125 x 200
Liber 1955 cp. 133
Land Value \$10,300
37-1-28

and finds NONE, except,

The 1983-84 School Taxes are now in the hands of the collector.

Does NOT include assessments for any Special District, not a part of the State and County Tax Roll.

The above certification is of the County Treasurer's Record on the date the tax search was made. No responsibility is assumed for the correctness of said records or for any alterations made therein.

THIS INDENTURE, made the 20 day of June, nineteen hundred and eighty three
BETWEEN NEWBURGH CHAPTER OF UNICO, mailing address PO Box 3204,
Newburgh, New York 12550

party of the first part, and

MARY E. BONURA, residing at 87 Route 9W, Newburgh,
New York, 12550

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN and 00/100----- (\$10.00) -----dollars,

lawful money of the United States,

paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the Town of New Windsor, Orange County, New York, as
more particularly described in attached description.

BEING and intended to be the same premises as conveyed by Peter
M. Olympia to Newburgh Chapter of UNICO by deed dated December
2, 1977, recorded in the Orange County Clerk's office on December
21, 1977 in Liber 2087 at page 942.

and was made prior to 5/1/83.
Newburgh
CLERK

BC.
party of the first part, and

MARY E. BONURA, residing at 87 Route 9W, Newburgh,
New York, 12550

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN and 00/100----- (\$10.00) -----dollars,

lawful money of the United States,

paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, Orange County, New York, as
more particularly described in attached description.

BEING and intended to be the same premises as conveyed by Peter
M. Olympia to Newburgh Chapter of UNICO by deed dated December
2, 1977, recorded in the Orange County Clerk's office on December
21, 1977 in Liber 2087 at page 942.

Contract examined and was made prior to 5/1/83.

Marion J. Murphy
CLERK

line of lands now or formerly of Petro; thence,

7. South $49^{\circ} 37' 08''$ E 179.10 feet along said Petro westerly line to a point; thence,

8. South $43^{\circ} 33' 26''$ W 434.36 feet through lands now or formerly of G.E.M. & B Investors to a point; thence,

9. South $41^{\circ} 08' 00''$ W 562.79 feet continuing through the same to a point; thence,

10. North $25^{\circ} 14' 00''$ W 578.66 feet continuing through the same and along the westerly line of Lots #61 through #67 as shown on said Windsor Acres Section III Map to a point; thence,

11. North $64^{\circ} 46' 00''$ E 148.95 feet along the southerly line of Lot #68 as shown on said map to the point or place of beginning.

Containing 4.767 acres of land more or less.

DESCRIPTION

PARCEL 1:

ALL that tract or parcel of land situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows:

BEGINNING at a point in the westerly line of State Highway Route 9W at the southeast corner of a lot conveyed by Andrea Operating Corporation to Joseph DiCarlo and Virginia M. DiCarlo by deed recorded in the Orange County Clerk's Office in Liber 1329 of Deeds at page 349, said point being the northeast corner formed by the intersection of the westerly line of Route 9W with the northerly line of a proposed street 50 feet wide leading from Route 9W in a westerly direction; running thence along the northerly line of said proposed street north $53^{\circ} 35'$ west 200 feet; thence along the westerly line of said DiCarlo lands and lands conveyed to Pierre Torch by deeds recorded in Liber 1621 of Deeds at page 379 and Liber 1597 of Deeds at page 648, and a lot conveyed to Electronic Tabulating Corp. by deed recorded in Liber 1597 of deeds at page 1106, 545.74 feet more or less to a point in the southerly line of lands conveyed by Andrea Operating Corporation to Kenneth G. Corwin and Elizabeth Corwin by deed recorded in Liber 1201 of Deeds at page 476; thence along the southerly line of said Corwin lands north $49^{\circ} 05'$ west 275.70 feet to the westerly line of lands conveyed by William L. Nicoll and others to the Andrea Corporation by deed recorded in Liber 1183 of Deeds at page 472; thence southerly along the westerly line of said lands 890 feet more or less to a wire fence on the northerly boundary of lands conveyed by Joseph and Laviano to Peter M. Olympia, Jr. by deed recorded in Liber 1673 of Deeds at page 456; thence along said wire fence south $55^{\circ} 57'$ east 347.82 feet more or less to the southwest corner of a lot conveyed by Andrea Operating Corporation to Cornwall Rock Products, Inc. by deed recorded in Liber 1567 of Deeds at page 240; thence northerly along the west line of said lot and the west line of a lot conveyed to Emerson Mid-State, Inc. by deed recorded in

Liber 1385 of Deeds at page 110 and the west line of a lot conveyed to Thomas Fanning and Elizabeth M. Fanning by deed recorded in Liber 1245 of Deeds at page 191, 295.84 feet to the southerly line of the proposed street 50 feet wide hereinabove mentioned; thence along the southerly line of said proposed street, being the northerly line of said lands of Fanning, south 53° 35' east 200 feet to the westerly line of Route 9W; thence northerly along the westerly line of Route 9W, 50 feet more or less to the point or place of beginning.

BEING the same premises conveyed by Ruth J. Oken and Lillian A. Bruno (formerly Lillian A. Laviano) to Peter M. Olympia, Jr., by Deed dated May 6, 1965 recorded in Orange County Clerks's Office on May 7, 1965 in Liber 1711 of Deeds at page 55.

PARCEL 2

ALL that certain tract or parcel of land situate, lying and being in the Town of New Windsor, Orange County, New York, bounded and described as follows:

BEGINNING at the intersection of the center line of Caesar's Lane and the center line of Route 9W and running thence north 32° east along the center line of Route 9W a distance of 729 feet 3 inches; thence on a course north 60° 46' west a distance of 573 feet 6 inches to a point where the said course intersects the westerly boundary of the property of the parties of the first part; (Nicolli) thence south 38° 50' west 160 feet 7 inches; thence south 36° 50' west 166 feet; thence north 54° west 603 feet; thence south 43° west 384 feet 6 inches, more or less, to the center of Caesar's Lane; thence along the center of Caesar's Lane the following courses and distances: south 46° 45' east 150 feet, south 22° east 66.3 feet, south 2° 25' west 181 feet, south 84° 20' east 184 feet, south 81° east 380 feet, south 75° east 91 feet, south 49° 50' east 150 feet, south 46° east 246 feet to the point or place of beginning.

Excepting therefrom any portion thereof granted and released to the County of Orange by either of the following deeds: Deed, Anne B. Nicolli as sole

executrix, etc., to the County of Orange, dated October 2, 1911 and recorded January 10, 1912 in Liber 530 of Deeds at page 14; Deed, Anne B. Nicoll as Executrix, etc. to County of Orange dated October 10, 1933 and recorded October 11, 1933 in Liber 743 of Deeds at page 129; and Deed Anne Camac Nicoll Wightman and William L. Nicoll to the County of Orange dated February 6, 1942 and recorded March 9, 1942 in Liber 881 of Deeds at page 380, and also excepting therefrom that portion conveyed by the said Anne Camac Nicoll Wightman and William L. Nicoll to Ralph S. Shorter and Ruth M. Shorter, being the second parcel described in deed dated October 13, 1949 and recorded October 14, 1949 in Liber 1138 of Deeds at page 236.

The premises herein conveyed being and intended to be the same premises conveyed by Stanley Vnook and Feliksa Vnook to Cornwall Rock Products, Inc. by deed dated February 28, 1954 and recorded April 16, 1954 in Liber 1302 of Deeds at page 303.

Excepting therefrom those portions thereof conveyed by Cornwall Rock Products, Inc. by the following deeds:

1) To Emerson Radio Associates, Inc. by deed dated October 31, 1960 and recorded on November 1, 1960 in Liber 1572 of Deeds at page 194, and subject to the drainage easement contained in said deed, and together with the condition set forth in said deed.

2) To Town of New Windsor by deed dated January 16, 1961, and recorded January 30, 1961 in Liber 1582 of Deeds at page 17.

BEING and intended to be the same premises described in deed from Cornwall Rock Products, Inc. to Lillian A. Laviano and Ruth Joseph dated March 13, 1963 and recorded in the Orange County Clerk's Office on March 15, 1963 in Liber 1635 of Deeds at page 151.

Excepting and reserving therefrom that portion thereof conveyed by the parties of the first part herein to Charlotte Clarke by deed dated November 26, 1963 and recorded in the Orange County Clerk's Office on November 27, 1963 in Liber 1652 of Deeds at page 896.

Together with the right, title and interest, if any, of the parties of the first part of, in and to any gores or strips of land lying between the lines of physical possession and the lines of record title as set forth herein.

BEING the same premises conveyed by Lillian A. Bruno (formerly Lillian A. Laviano) and Ruth Joseph to Peter M. Olympia, Jr. by deed dated August 4, 1964 and recorded in the Orange County Clerk's Office on August 5, 1964 in Liber 1673 of Deeds at page 458.

PARCEL 3.

ALL that piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange and State of New York, known and designated as Lots 61, 62, 63, 64, 65, 66 and 67 on a map of lands known as Windsor Acres, Section 3, which map was made by Theodore Jargstorf, Licensed Surveyor, dated April 1942 and filed in the Orange County Clerk's Office June 26, 1942, said map having been given a file number in Orange County Clerk's Office as #1244. Premises as above described are subject to building and zoning ordinances and restrictions of record, as follows:

1. That any dwelling house which shall be built, maintained or erected shall be built thirty feet back from the front line of the road, and that no more than one dwelling house shall be built or maintained on each lot of fifty feet frontage.
2. That no house or structure shall be erected upon said lot, which house shall cost less than \$3,000.
3. That no junk or other unsightly obstructive material shall ever be stored, kept or maintained on said premises or any part thereof, nor shall any

cows or pigs be kept on said premises or any part thereof.

4. Sewage disposal and water supply systems shall be installed or constructed in accordance with the regulations of the New York State Department of Health as shown on the map filed in the Orange County Clerk's Office on June 16, 1942, said map having been given a file number of 1244.

ALSO all that piece or parcel of land situate, lying and being in the Town of New Windsor, Orange County, New York and being part of Windsor Acres, Section 4, more particularly described as follows:

~~BEGINNING at a point in the westerly line of other lands owned by Morris~~
M. Levinson, being known as Windsor Acres, Section 3, said lands being shown and laid down on a map entitled "Windsor Acres, Section 3" and filed in the Office of the County Clerk of Orange County, said point of beginning being a distance of 900 feet measured on a course south 26 degrees 31 minutes east from the southerly line of Blooming Grove Turnpike and runs thence from said point of beginning south 36 degrees 21 minutes west 429.39 feet more or less to lands now or formerly of Nichols; thence in a southeasterly direction along said lands 453 feet more or less to a corner in said lands now or formerly of Nichols; thence continuing in a northeasterly direction along said lands now or formerly of Nichols 210 feet, more or less to the westerly line of said Windsor Acres, Section 3 as shown on the aforementioned map; thence in a northeasterly direction along the westerly line of said Windsor Acres, Section 3, north 26 degrees 31 minutes west 515.34 feet to the point or place of beginning.

SUBJECT to all covenants, easements and restrictions of record and particularly subject to the easements given to the Central Hudson Gas & Electric Corporation and the New York Telephone Company for the purpose of erecting poles, lines, etc. in connection with the operation of the said utilities.

SUBJECT to such state of facts as an accurate survey and personal inspection of the premises may disclose, providing it does not render the title unmarketable.

BEING the same premises conveyed to Austin C. Farrell and Adelaide T. Farrell by Morris M. Levinson, by Deed dated June 7, 1950 and recorded in the Orange County Clerk's Office on June 27, 1950 in Liber 1162 of Deeds at page 500.

BEING the same premises conveyed by Austin C. Farrell and Adelaide T. Farrell to Peter M. Olmypia, Jr. by Deed dated March 27, 1965, recorded in Orange County Clerk's Office on March 30, 1965 in Liber 1705 of Deeds at page 249.

BEING the same premises conveyed by Peter M. Olympia, Jr. to G.E.M. & B. Investors, a Joint Venture, by deed dated February 27, 1973 and recorded in the Orange County Clerk's Office on February 27, 1973 in Liber 1934 of Deeds at page 953.

EXCEPTING THEREFROM, the following described premises:

BEGINNING at a point in the westerly line of Faye Avenue, where the same is intersected by the dividing line between Lots #67 and #68 as shown on a map entitled "Windsor Acres - Section III" filed in Orange County Clerks Office as map #1244; and running thence,

1. South $25^{\circ} 14' 00''$ E 349.75 feet along the westerly line of Faye Avenue to a point; thence,
2. North $40^{\circ} 13' 30''$ E 162.00 feet along the southerly line of South End Avenue as shown on said Windsor Acres - Section III map to a point; thence,
3. North $41^{\circ} 43' 30''$ E 250.00 feet continuing along the same to a point; thence,
4. North $39^{\circ} 43' 30''$ E 187.00 feet continuing along the same and along the southerly line of Lot #18 to the southwesterly corner of a map entitled "Windsor Acres - Section II, thence
5. North $38^{\circ} 34' 00''$ E 127.50 feet along the southerly line of said Windsor Acres Section II to a point; thence
6. North $40^{\circ} 32' 00''$ E 39.91 feet continuing along the same to the westerly

DESCRIPTION

Lands to be Conveyed
to
Mary E. Bonura
Town of New Windsor
Orange County, New York

LIBER 2254 PG 920

ALL that certain piece or parcel of land lying, situate and being in the Town of New Windsor, Orange County, New York, bounded and described as follows:

BEGINNING at a point in the northwesterly line of the New York State Highway known as Route 9W, said point being at the northeasterly corner of lands now or formerly of Plona and running thence along the northeasterly line of said Plona lands, N54° 04' 00"W 200.00' to a point; thence, along the northwesterly line of said Plona lands, and along other lands now or formerly of Bonura, S35° 56' 00"W 295.84' to a point; thence, along lands now or formerly of Olympia, N56° 25' 54"W 192.44' to a point; thence, along lands now or formerly of Langer and lands now or formerly of Hankin, being lots in a subdivision known as "Valley View Acres", N41° 08' 00"E 352.69' to a point; thence, still along the same N43° 33' 26"E 434.36' to a point in the line of lands now or formerly of Petro; thence, along said Petro lands, S49° 37' 08"E 103.00' to a point; thence, along other lands of Bonura, S35° 56' 00"W 420.00' to a point; thence, still along said Bonura lands, S54° 04' 00"E 200.00' to a point in the afore-mentioned northwesterly line of Route 9W; thence, along said roadline, S35° 56' 00"W 50.00' to the point or place of beginning.

Containing 2.92 acres of land, more or less.

SUBJECT to utility grants and easements of record, including an easement for sanitary sewer lines granted to the Town of New Windsor (Sewer District No. 9) adjacent to Route 9W.

Orange

1983,
The individual described in
g instrument, and acknow
same.

1983,
The individual described in
g instrument, and acknow
same.

382

LIBER 2254 PG 922

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

Orange

June

NEWBURGH NY

siden

Chapter

in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

882

19

orn

in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

ALFRED F. CAVALARI

WITH COVENANT AGAINST GRANTOR'S ACTS

[illegible]

TO

Distributed by

ST

BLOCK

LOT

COUNTY OR TOWN

RETURN BY MAIL TO:

325-326

Zip No.

ING OFFICE

215
day
S.S.

STATE OF NEW YORK, COUNTY OF Orange

On the 30 day of June 1983, before me personally came Anthony Frederico to me known, who, being by me duly sworn, did depose and say that he resides at No. 10 Hermann AVE NEWBURGH NY; that he is the President of Newburgh Chapter of UNICO

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

ALFRED F. CAVALLARI
Notary Public in the State of New York
Residing in and for Orange County
Commission Expires March 30, 1984

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO.

TO

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
SECURITY TITLE AND GUARANTY COMPANY

CHARTERED 1928 **ST** IN NEW YORK

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

SECTION

BLOCK

LOT

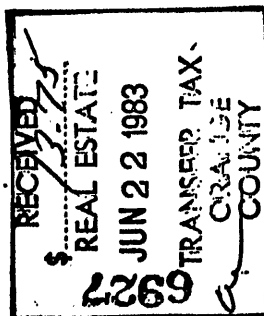
COUNTY OR TOWN

RETURN BY MAIL TO:

MICHAEL GITTLESOHN ESQ.
436 ROBINSON AVE
NEWBURGH N.Y.

Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE



Orange County Clerk's Office, S.S.
Recorded on the 22 day
of June 1983 at 4:17
o'clock H. M. in Liber 2251
Deeds at page 912
and Examined
M. S. Murphy
Clerk

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

sewer count
20 ft

83- **BC** 354031
Commitment No.

COMMITMENT FOR TITLE INSURANCE

Issued by
LAWYERS TITLE INSURANCE CORPORATION

Lawyers Title Insurance Corporation, a Virginia corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations on the reverse hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate nine months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, Lawyers Title Insurance Corporation has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.



Lawyers Title Insurance Corporation

Robert C. Dawson

President

Attest:

Roy B. McLeod

Secretary.

Countersigned by:

C.T.I. ABSTRACT CORP.

by: *Deborah W. Mire*
Authorized Officer or Agent

Telephone number:

This Commitment is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this Commitment. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

over

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE A

83- **BC 354031**
Commitment No.

1. Effective date: 6/20/83
~~March 28, 1983~~

2. Policy or Policies to be issued:

(a) X Owner's Policy, NYBTU, 100D

Proposed Insured: MARY E. BONURA

12,500.00
\$ 10,000.00

(b) _____ Loan Policy, NYBTU, 100D

Proposed Insured: _____

\$ _____

(c) _____

Proposed Insured: _____

\$ _____

3. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

NEWBURGH CHAPTER OF UNICO NATIONAL, INC., a not-for-profit corporation, who acquired title by deed from Peter M. Olympia dated December 2, 1977 and recorded December 21, 1977 in Liber 2087 at page 942.

Revertify to Mary E. Bonura

4. The land referred to in this Commitment is described as follows: (If not described here, as on page 2 of this Schedule).

SEE ANNEXED DESCRIPTION

Issued at Goshen, New York

AMENDED
DESCRIPTION

ALL that certain piece or parcel of land lying, situate and being in the Town of New Windsor, Orange County, New York, bounded and described as follows:

BEGINNING at a point in the northwesterly line of the New York State Highway known as Route 9W, said point being at the northeasterly corner of lands now or formerly of Plona and running thence along the northeasterly line of said Plona lands, N 54° 04' 00" W 200.00' to a point; thence, along the northwesterly line of said Plona lands, and along other lands now or formerly of Bonura, S 35° 56' 00" W 295.84' to a point; thence, along lands now or formerly of Olympia, N 56° 25' 54" W 192.44' to a point; thence, along lands now or formerly of Langer and lands now or formerly of Hankin, being lots in a subdivision known as "Valley View Acres", N 41° 08' 00" E 352.69' to a point; thence, still along the same N 43° 33' 26" E, 434.36' to a point in the line of lands now or formerly of Petro; thence, along said Petro lands, S 49° 37' 08" E 103.00' to a point; thence along other lands of Bonura S 35° 56' 00" W 420.00' to a point; thence, still along said Bonura lands, S 54° 04' 00" E 200.00' to a point in the aforementioned northwesterly line of Route 9W; thence, along said roadline, S 35° 56' 00" W 50.00' to the point or place of beginning.

Containing 2.92 acres of land, mor or less.

Subject to utility grants and easements of record, including an easement for sanitary sewer lines granted to the Town of New Windsor (Sewer District No. 9) adjacent to Route 9W.



Title No. 83BC354031MP

AMERICAN LAND
TITLE ASSOCIATION
STANDARD FORM
COMMITMENT



Lawyers Title
Insurance Corporation
NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

Used

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

126281

THIS INDENTURE, made the 9 day of April, nineteen hundred and eighty-five **BETWEEN**

MARILYN HANKIN, of 20 Whitehall Road, Poughkeepsie,
New York 12601 and BARBARA H. TIRSCHWELL of 11
Lisa Lane, New City, New York 10956 d/b/a NEW
WINDSOR ASSOCIATES, a Partnership

party of the first part, and

MARY E. BONURA of 87 Route 9W South, Newburgh,
New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN (\$10.00)-----dollars,

lawful money of the United States,

paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York being known and designated as Lot No. 1 and 2 on a certain subdivision map entitled, "Minor Subdivision Plat of Valley View Acres, Town of New Windsor, County of Orange, State of New York", filed in the Orange County Clerk's Office on February 28, 1979 as Map No. 4830.

SUBJECT TO:

1. Sewer Easement in Liber 1729 at cp. 637.
2. Grant to Central Hudson Gas & Electric in Liber 717 at page 102, Liber 724 Page 204 and Liber 762 at Page 288.
3. Easement in Liber 811 at Page cp. 342 and Liber 1729 at Page cp. 593.
4. Covenants and Restrictions in Liber 893 at Page 69 modified by Liber 1144 cp. 453 and Liber 1144 page 456, Liber 1144 page 462 and Liber 1144 cp. 467.

party of the first part, and

MARY E. BONURA of 87 Route 9W South, Newburgh,
New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN (\$10.00)-----dollars,

lawful money of the United States,

paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, County of Orange and State of New York being known and designated as Lot No. 1 and 2 on a certain subdivision map entitled, "Minor Subdivision Plat of Valley View Acres, Town of New Windsor, County of Orange, State of Ne York", filed in the Orange County Clerk's Office on February 28, 1979 as Map No. 4830.

SUBJECT TO:

1. Sewer Easement in Liber 1729 at cp. 637.
2. Grant to Central Hudson Gas & Electric in Liber 717 at page 102, Liber 724 Page 204 and Liber 762 at Page 288.
3. Easement in Liber 811 at Page cp. 342 and Liber 1729 at Page cp. 593.
4. Covenants and Restrictions in Liber 893 at Page 69 modified by Liber 1144 cp. 453 and Liber 1144 page 456, Liber 1144 page 462 and Liber 1144 cp. 467.
5. Grant in Liber 1212 at Page 592.

TAX DESIGNATION:

Town of New Windsor, Section 48, Block 4, Lots 39 and 40

Sect. 48

Blk. 4

Lots 39 & 40

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

NEW WINDSOR ASSOCIATES

7 1948122100 17 11 1948

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

NEW WINDSOR ASSOCIATES

by: Marilyn R. Hankin
MARILYN HANKIN, Partner

by: Barbara H. Tirschwell
BARBARA H. TIRSCHWELL, Partner

STATE OF NEW YORK, COUNTY OF ROCKLAND

On the 8 day of April 19 85, before me personally came

MARILYN HANKIN

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

NOTARY PUBLIC

DONALD TIRSCHWELL

Notary Public, State of New York

Qualified in Rockland County

Commission Expires March 30, 1986

STATE OF NEW YORK, COUNTY OF ROCKLAND

On the 8 day of April 19 85, before me personally came

BARBARA H. TIRSCHWELL

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

NOTARY PUBLIC

DONALD TIRSCHWELL

Notary Public, State of New York

Qualified in Rockland County

Commission Expires March 30, 1986

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No.

MARILYN HANKIN and BARBARA H. TIRSCHWELL d/b/a NEW WINDSOR ASSOCIATES

TO

MARY E. BONURA

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

First American Title Insurance Company of New York



SECTION

BLOCK

LOT

COUNTY OR TOWN

Recorded At Request of
First American Title Insurance Company of New York

RETURN BY MAIL TO:

Finkelstein, Kaplan, Levin, Fiddler
& Tishler
436 Robinson Ave.
Newburgh N.Y.
Zip No. 12551

ice, s/s
r. 9.25.19
r. 9.25.19
r. 9.25.19
Newburgh
Mark

~~NOTARY PUBLIC~~

SHE executed the same.

DONALD TIRSCHWELL
Notary Public, State of New York
Qualified in Rockland County
Commission Expires March 30, 1986

~~NOTARY PUBLIC~~

in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation. and that he signed his name thereto by like order.

Zip No. 12

LIBER 2349 PG 198

Orange County Clerk's Office, S.S.
Recorded on the 17th day
of April, 1915, at 9:05
o'clock 1:17 P.M. in Liber 234
..... Sheet at page 76.....
and Examined.
Marion S. Mump
Clerk

Lawyers Title Insurance Corporation
National Headquarters
Richmond, Virginia

Policy Number

47-00-023141

LAWYERS TITLE INSURANCE CORPORATION, in consideration of the payment of its premium for insurance insures the insured named in Schedule A against all loss or damage not exceeding the amount of insurance stated in Schedule A and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises or by reason of liens or incumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby, or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

IN WITNESS WHEREOF the Company has caused this Policy to be signed and sealed, to be valid when Schedule A is countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Lawyers Title Insurance Corporation

Robert C. Dawson

President

Attest:



Robert A. Lee

Secretary

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

POLICY OF TITLE INSURANCE SCHEDULE A

AMOUNT

\$35,000.00.....

DATE OF ISSUE

April 12, 1985

NAME OF INSURED

MARY E. BONURA

The estate or interest insured by this policy is ~~free simple~~

vested in the insured by means of a Deed from Marilyn Hankin and Barbara H. Tirschwell d/b/a New Windsor Associates, a Partnership, dated April 9, 1985 and duly recorded in the Orange County Clerk's Office on April 17, 1985 in Liber 2849 of deeds at page 196.

The premises in which the insured has the estate or interest covered by this policy

SEE DESCRIPTION ATTACHED

Countersigned:

Donald W. Spivey
Authorized Officer or Agent

Issued at Goshen, New York

85 BD 132714

Page 1 of Sched. A—Pol. No. 47-00-023141

DESCRIPTION

ALL that certain plot, piece or parcel of land situate lying and being in the Town of New Windsor, County of Orange and State of New York being known and designated as Lot No. 1 and 2 on a certain subdivision map entitled, "Minor Subdivision Plat of Valley View Acres, Town of New Windsor, County of Orange, State of New York", filed in the Orange County Clerk's Office on February 28, 1979 as Map No. 4830.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS — RICHMOND, VIRGINIA

POLICY OF TITLE INSURANCE

SCHEDULE B

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any non-compliance with or any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to by or with the privity of the insured.
5. Title to any property beyond the lines of the premises or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.
7. Mortgage made by the Insured herein with Marilyn Hankin and Barbara H. Tirschwell d/b/a New Windsor Associates, dated April 12, 1985 and duly recorded in the Orange County Clerk's Office on April 17, 1985 in Liber 2003 of mortgages at page 176 in the amount of \$30,000.00.
8. The exact acreage of the premises herein will not be insured.
9. Subject to any state of facts an accurate survey or personal inspection may reveal.
10. The exact distances, dimensions and locations of the boundary lines of the premises herein described cannot be guaranteed without a survey acceptable and approved by the Law Department of this Company.
11. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which the premises abut, but policy insures, however, that there are no such agreements of record in connection therewith, except as may be shown herein.
12. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same.
13. Sewer Easement in Liber 1729 at page 637.
14. Sewer Easement District No. 9.
15. Grants to Central Hudson Gas & Electric in Liber 717 at page 102, Liber 724 at page 204 and Liber 762 at page 288.
16. Easements in Liber 811 at page 342 and Liber 1729 at page 593.

Page 1 of Sched. B—Pol. No. 47-00-023141
85 BD 132714

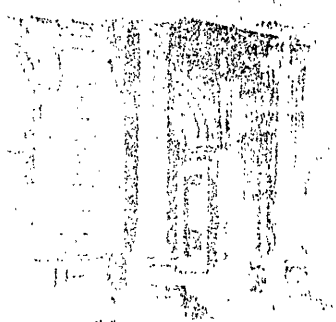
Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

SCHEDULE B cont'd.

17. Covenants and Restrictions in Liber 893 at page 69, modified by Liber 1144 page 453, Liber 1144 page 456, Liber 1144 page 462 and Liber 1144 page 467.
18. Grant in Liber 1212 at page 592.



Schedule B Page 2 No.

035-0-999-0000/1

ORIGINAL

Litho in U.S.A.

Service available throughout the
United States, Puerto Rico, the
U.S. Virgin Islands and Canada.

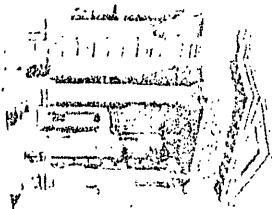


National Division, Branch and
Agency offices and Approved
Attorneys located throughout
the operating territory as shown
on the map.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS — RICHMOND, VIRGINIA

Policy of Title Insurance



C. T. I. ABSTRACT CORP.
176 MAIN STREET
GOSHEN, N.Y. 10924
914 - 294-5428

Lawyers Title
Insurance Corporation

NATIONAL HEADQUARTERS — RICHMOND, VIRGINIA

A word of thanks to our insured

As we make your policy a part of our permanent records, we want to express our appreciation of this evidence of your faith in Lawyers Title Insurance Corporation.

There is no recurring premium.

This policy provides valuable title protection and we suggest you keep it in a safe place where it will be readily available for future reference.

If you have any questions about the protection provided by this policy or wish to contact us for any other reason, write to:

Consumer Affairs Department
Lawyers Title Insurance Corporation
P.O. Box 27567
Richmond, Virginia 23261

OFFICE OF THE PLANNING BOARD - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

Pulim:
Oct. 5, 1992

NOTICE OF DISAPPROVAL OF SITE PLAN OR SUBDIVISION APPLICATION

92-33

PLANNING BOARD FILE NUMBER: 92-34

DATE: 9-17-92

APPLICANT: Mary Bonura

101 ~~107~~ Route 9W

New Windsor, N.Y.

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 9-2-92

FOR (~~SUBDIVISION~~ - SITE PLAN) _____

LOCATED AT 101 ~~107~~ Route 9W (West Side) Sec. 37, BLK. 9, Lot 25, 26, 27
28, 29, & 30.
ZONE NC / R4

DESCRIPTION OF EXISTING SITE: SEC: 37 BLOCK: 9 LOT: 25, 26, 27

IS DISAPPROVED ON THE FOLLOWING GROUNDS: Insufficient front
yard setback in a NC zone


PLANNING BOARD CHAIRMAN

<u>REQUIREMENTS</u>	<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE <u>NC</u> USE <u>AA</u>		<u>REVISED 10-5-92</u>
MIN. LOT AREA		

MIN. LOT AREA

101 Route 9W
New Windsor, N.Y.

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 9-2-92

FOR (~~SUBDIVISION~~ - SITE PLAN) _____


LOCATED AT 101 ~~Route 9W~~ Route 9W (West Side) Sec. 37, BLK. 9, Lot 25, 26, 27

ZONE NC / R4

28, 29, & 30,

DESCRIPTION OF EXISTING SITE: SEC: 37 BLOCK: 9 LOT: 25, 26, 27

IS DISAPPROVED ON THE FOLLOWING GROUNDS: Insufficient front yard setback in a NC Zone


PLANNING BOARD CHAIRMAN

REQUIREMENTS		PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE	<u>NC</u>	USE <u>AA</u>	<u>REVISED 10-5-92</u>
MIN. LOT AREA	_____	_____	_____
MIN. LOT WIDTH	_____	_____	_____
REQ'D FRONT YD	<u>40' ft.</u>	<u>12 FT</u> 20 ft.	<u>28 FT</u> 20 ft.
REQ'D SIDE YD.	_____	_____	_____
REQ'D TOTAL SIDE YD.	_____	_____	_____
REQ'D REAR YD.	_____	_____	_____
REQ'D FRONTAGE	_____	_____	_____
MAX. BLDG. HT.	_____	_____	_____
FLOOR AREA RATIO	_____	_____	_____
MIN. LIVABLE AREA	_____	_____	_____
DEV. COVERAGE	_____ %	_____ %	_____ %
O/S PARKING SPACES	_____	_____	_____

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:
(914-565-8550) TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
OF APPEALS.

CC: Z.B.A., APPLICANT, P.B. ENGINEER, P.B. FILE

ANTHONY'S PIER 9 SITE PLAN (92-34) Rt. 9W

Marshall Rosenblum came before the board representing this proposal.

MR. LANDER: I make a motion to approve the Anthony's Pier 9 amendment.

MR. DUBALDI: I'll second it.

MR. BABCOCK: Canopy amendment.

MR. PETRO: Motion has been made and seconded to approve Anthony's Pier 9 Site Plan Amendment, canopy improvements. Is there any other discussion by the board members or any questions?

MR. DUBALDI: I don't see any problem with it.

MR. VAN LEEUWEN: I think it's a good idea because there's a problem coming in from, on 9W, it's a safety factor really.

MR. PETRO: Before you vote yes, you do know that this has to go to the Zoning Board?

MR. EDSALL: Yes, I know the Zoning Board reads the minutes because they are interested in seriously what the board has to say.

MR. PETRO: We're going to make a positive recommendation.

MR. EDSALL: Mr. Bonura and Mr. Rosenblum advised me in the workshop one of the primary reasons for requesting the configuration change and they've talked to Bob Rogers and Mike at the meeting is that there's a current problem with backup of traffic onto 9W, the DOT has contacted them and asked that they try to find a way to relieve that situation. As well the fire department cares to have access underneath the canopy for certain equipment. Bottom line is it appears that the only way they can do it is to open up the whole area underneath, hence the increase in size. It may

create a little more room underneath it so it's really a safety issue and that is why they feel strongly and I support that.

MR. LANDER: That is why we're trying to move this right along.

MR. EDSALL: And exactly why I wanted to get it in the minutes, while there's cars backing up.

MR. VAN LEEUWEN: When is he going to fill the second entrance in?

MR. ROSENBLUM: It's already filled.

MR. VAN LEEUWEN: Must have been done the last week and a half.

MR. PETRO: Working on it every day. Motion has been made and seconded to approve the Pier 9 Site Plan Amendment canopy improvements. Is there any other discussion?

ROLL CALL

MR. DUBALDI	NO
MR. LANDER	NO
MR. PETRO	NO
MR. VAN LEEUWEN	NO

MR. PETRO: You're being sent to the Zoning Board, obviously to try and receive the variances that are going to be required for the Planning Board to take further action.

MR. ROSENBLUM: In as much as this would seem to be a very limited relieve, front yard only, not height or any other consideration, could the board consider a conditional approval, unless the Zoning Board of Appeals had any--

MR. VAN LEEUWEN: I'd like to do that but that is almost illegal to do. That wouldn't, you know, before the Zoning Board has acted on it, if we could do that--

MR. ROSENBLUM: If it involved grading but all conditions remain the same, other than the clearance for the fire equipment.

MR. BABCOCK: What we can do is get you back on an agenda while the paperwork is being done at the Zoning Board so there won't be any time.

MR. PETRO: We won't waste time at least we'll get you back here and get you approved.

MR. VAN LEEUWEN: As far as I'm concerned, I have no problem with it.

MR. BABCOCK: It's a matter of appearing back in front of this board but it wouldn't be any time holdup.

MR. ROSENBLUM: Fine.

MR. PETRO: He did make one interesting point. I don't want to cloud the issue but we're talking about front yard setback but there maybe a height--

MR. EDSALL: I made that reference only because I don't know how the Zoning Board is going to treat the calculation for building height for the total building based on the nearest lot line to any portion of the building. The question then is, is the total building height based on the canopy?

MR. ROSENBLUM: It's not a multiplication, it's a uniform height.

MR. EDSALL: Is there any portion that exceeds 35 or all going to be less?

MR. ROSENBLUM: No.

MR. BABCOCK: Actually canopy is higher than the building.

MR. EDSALL: No portion that is going to be a problem?

MR. ROSENBLUM: No.

September 9, 1992

37

MR. EDSALL: It's a percent, they only need the one from--

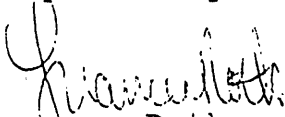
MR. BABCOCK: If the applicant decides to build it hire higher than the allowable limit, he's going to be back in here for another referral to the ZBA.

MR. PETRO: Okay, you're going to the Zoning Board with the positive recommendation from the New Windsor Planning Board.

MR. ROSENBLUM: Thank you very much.

Being that there was no further business to come before the board, a motion was made to adjourn the meeting by Mr. Dubaldi, seconded by Mr. Lander and approved by the board.

Respectfully Submitted By:


Frances Roth
Stenographer 9/17/92

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

In the Matter of Application for Variance of

Mary Bonura

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

92-33

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On Oct. 23, 1992, I compared the 50 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
23rd day of October, 1992.

Cheryl J. Confield
Notary Public

CHERYL L. CANFIELD
Notary Public, State of New York
Qualified in Orange County
4581856
Commission Expires December 29, 1997

(TA DOCDISK#7-030586.AOS)

Date 10/25/92, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO James Roth 351 Mares Hill Rd DR.
New Windsor, NY 12553

DATE			CLAIMED	ALLOWED
10/5/92		Zoning Board Meeting	75 00	
		Misc - 4	18 00	
		Comm - 8 36.00	36 00	
		Aguiro - 13	58 50	
		Mobil - 16	72 00	
		Carrols - 13	58 50	
		Windsor Enterprises 13	58 50	
			376 50	

October 5, 1992

2

MARY BONURA - PRELIMINARY MEETING

MR. FENWICK: We will go on to the second Preliminary meeting Mary Bonura referred by Planning Board. Request for 20 foot front yard variance setback for canopy located Route 9W at Anthony's Pier 9 in an NC zone. Present Marshall Rosenblum.

MR. ROSENBLUM: Greetings. Let's put this here. One of the things, let me describe what the intent is here. The intent is to create a large open canopy to relieve a condition that was requested by during a large party the cars would back up literally onto 9W at the entrance. What we're doing here is to create a canopy that goes over the driveway, overlapping the line of the foundation to which the concrete is in there now to create ideally three lines of traffic instead of one under the canopy and one in front if it's not being blocked so the cars aren't blocked up. That should greatly reduce the time necessary for relief of passengers into the building. Also, this canopy, roughly 40 foot by 40 foot should be capable of handling I'll say at least four cars at the same time. Hopefully the outside lane will be a drive through lane. This is large enough and high enough that it also meets the request of a fire department for clearance for their fire vehicles. So, it becomes a wide open drive. It's a safety consideration more than anything else. It's just one of those things that we need as the facility grew. I said 20 feet relief, perhaps I should ask for 18 feet relief. Now that the concrete is in for the foundations and at the suggestion of the Planning Board actually where the, Mark Edsall, I believe, three lanes could adequately be spaced in there. I wanted to leave some additional clearance for the structure so that if a car door opens it doesn't hit the column. That's the essence of it. It's for safety, fire vehicle access. We do have, as you know, fully operational entrance and exit down here at the curb farther to the south.

MR. FENWICK: This is the extension of the existing canopy.

October 5, 1992

3

MR. ROSENBLUM: The existing canopy would be removed. You can see a dotted in here. New canopy would literally just be a large canopy to overlap the entire drive and create three lanes of traffic.

MR. TANNER: What's the construction?

MR. ROSENBLUM: All noncombustible.

MR. TANNER: Concrete, awning type?

MR. ROSENBLUM: I can provide elevation. Intent of the outside of course would be a steel structure. The general construction would probably be concrete or concrete masonry. It's in a stucco finish right now. The fountain in front is all going to be natural stone, not imitation.

MR. FENWICK: Mike, the height is okay?

MR. BABCOCK: Height is fine.

MR. LUCIA: Under 35 feet.

MR. BABCOCK: Yes, it was.

MR. ROSENBLUM: What it is is there is no height restriction within the NC zone other than 35 feet. It's not a calculation. However, in as much as we are requesting relief from the front yard setback obviously the board can entertain any conditions to that relief that you see fit. Our criterion, of course, is to maintain clear access for the largest fire vehicle necessary. It gives the fire department another clear access. It wouldn't come up here and attach, there is a connection over here. They would probably bring this hydrant over here and come up for emergency here. The building is fully sprinklered now. There is another hydrant down here. Or attach to the siamese connection here.

MR. LUCIA: Back to the height issue, the maximum height of the peak of that canopy is 35 feet or less?

October 5, 1992

4

MR. ROSENBLUM: No, by NC zone, yes. This is about 26 feet. So this is maybe 27 feet in an artistic relationship.

MR. BABCOCK: We asked the question, it's going to be under 35 feet.

MR. ROSENBLUM: Under 35 feet. Significantly under 35 feet.

MR. LUCIA: That's fine. Also, you said I think you need an eighteen foot variance, so you now sit back 22 feet from the property line, is that what you are saying?

MR. BABCOCK: He wants to be eighteen feet. What I understood he needs a 22 foot variance.

MR. LUCIA: 22 foot variance, okay.

MR. TANNER: This plan I have seems to indicate sixteen feet on it here.

MR. TORLEY: Yours says sixteen.

MR. FENWICK: Ours says sixteen.

MR. ROSENBLUM: I think these things changed, okay. This one is one that I brought in today and I put a dimension on. Sixteen feet actually would be to the front edge of the canopy, eighteen feet is to the center line of the column which would be about a 3 foot diameter column. I wanted to avoid a car door hitting it.

MR. FENWICK: We are still talking about sixteen feet would be the farthest out point?

MR. ROSENBLUM: Fine.

MR. FENWICK: Farthest out point.

MR. ROSENBLUM: Fine.

MR. TORLEY: 24 feet.

MR. FENWICK: Sixteen foot is the farthest out

October 5, 1992

5

point of the structure itself, total structure?

MR. ROSENBLUM: I can't imagine needing to go passed that at all.

MR. LUCIA: The only reason for the board trying to nail it down, obviously if you come in and it turns out that you needed 27 feet, you're in trouble. If there is any doubt at all as to how much you need this is the time to resolve it.

MR. ROSENBLUM: Why don't I ask for, I am not going to need it.

MR. TANNER: This is sixteen feet. 24 feet?

MR. FENWICK: We are looking for a 40 foot frontage.

MR. ROSENBLUM: 40 foot was the frontage. Say twelve feet. Never going to go closer than twelve feet. I want to keep that area open for that carriage.

MR. LUCIA: 28 foot variance and you would be twelve feet to the property line closest point.

MR. ROSENBLUM: Also as part of this and I mention it, the pylon sign will be removed, the existing old pylon sign. The canopy would overlap it.

MR. TANNER: What are they going to use for a sign?

MR. ROSENBLUM: There is an existing sign. There is sign out there now.

MR. TORLEY: Getting rid of the sign.

MR. FENWICK: Do you know how far your property line is from the road itself?

MR. ROSENBLUM: This is to scale.

MR. FENWICK: What is your scale?

MR. ROSENBLUM: I think there is about another

October 5, 1992

6

eight feet or so to that road. This is correct, as far as this curb cut, this was accepted.

MR. FENWICK: This is what I was concerned about in here.

MR. ROSENBLUM: That's a rather, 10 to twelve feet.

MR. FENWICK: This is basically your curb here, right? Something is out of scale here, that's what I am just trying to -- This is your curb here. This is the property line here. This is the scale you're probably looking at.

MR. ROSENBLUM: Here is the edge of --

MR. TORLEY: It really look likes --

MR. ROSENBLUM: I think it gets wider down there.

MR. TORLEY: It would be clearly impossible --

MR. ROSENBLUM: We have the curb. This is the line.

MR. TORLEY: I don't see how anybody on the road could be, can accidentally bump into this canopy without taking a real good run on it. It's much too steep.

MR. ROSENBLUM: It would also be buffered by the garden retainer.

MR. TORLEY: There is clearly no safety problem by this.

MR. ROSENBLUM: It's way up in the air. It's not even --

MR. FENWICK: One edge is 30 feet. It's got to be closer than 30 feet.

MR. ROSENBLUM: The elevation should give you a relationship between the roadbed and that's at a two to one slope come going up to the structure.

October 5, 1992

7

MR. TORLEY: Now looking at a, the request for 20 foot front yard variance.

MR. ROSENBLUM: No, 28 foot.

MR. LUCIA: That would mean you would be left with about twelve foot from the edge. The closest point of construction would not be closer than twelve feet?

MR. ROSENBLUM: I would not want to get that close. That would be defeating the idea of an open terrace out there.

MR. TORLEY: Still leaving more than almost 40 feet from the road edge up the hill.

MR. FENWICK: Let me understand what this is. In other words, you are putting this here so people could unload in case of inclement weather.

MR. ROSENBLUM: Even in nice weather they wait in line to get out underneath the canopy.

MR. FENWICK: You're going to be putting please use all lanes --

MR. ROSENBLUM: This is now setup by previous Planning Board action, this is a one-way in only. This is also an entrance and egress. We would draw three lines and try to keep traffic moving. Usually they have someone out there directing the traffic for a large party..

MR. FENWICK: Any other questions from members of the board? The only thing I would like to ask you to do, Mr. Rosenblum, is that we actually, the next time that we have this drawing since it will become part of the record if in fact we grant or deny this is that we actually have measurements here. In other words, instead of sixteen feet we now have twelve feet. So in other words, we have something accurate. We are standing here with this piece that will become part of the file.

MR. ROSENBLUM: Absolutely.

October 5, 1992

8

MR. FENWICK: Photographs, whatever. If there is no questions of the members of the board?

MR. NUGENT: I move we set him up for public hearing.

MR. TANNER: Second it.

MR. FENWICK: We will have a roll call.

ROLL CALL:

MR. TORLEY	Aye
MR. NUGENT	Aye
MR. TANNER	Aye
MR. FENWICK	Aye

MR. FENWICK: At this time I'm going to turn it over to our attorney so he can explain to you all the requirements that he will be asking for.

MR. BABCOCK: Could I have the denial, Mr. Chairman, and I will revise that --

MR. FENWICK: I don't have it. Maybe in the file? This is the only copy I have.

MR. BABCOCK: That's okay, I will do it tomorrow. Just so I can revise it so that the file is right.

MR. ROSENBLUM: I will get the --

MR. LUCIA: We will also need a County referral on this, that's not --

MR. ROSENBLUM: That has been sent in by the Planning Board. I understand you need a separate one.

MR. LUCIA: We need a separate one. Each individual town action needs a separate referral. Pat will take care of that. I'm just noting it for the record. Also, since this is an area variance application the Zoning Board making its determination to take into consideration the benefit to the applicant if the variance is

October 5, 1992

9

granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. There is four factors you have to speak to in addressing that issue. First is whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by granting of the area variance. Two, whether the benefit sought by the applicant can be achieved by some other method, feasible for the applicant to pursue, other than an area variance. Three, whether the requested area variance is substantial. Four, whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district. Five, whether the alleged difficulty was self-created. Since this is essentially safety and apparently -- D.O.T. request, I would phrase much of your presentation in that vein.

MR. ROSENBLUM: That discussion with Mr. Rogers --

MR. FENWICK: Payments of the fees. When you come back -- You have received the application already for public hearing?

MR. LUCIA: Mary Bonura is the owner of record?

MR. ROSENBLUM: Yes.

MR. LUCIA: We are set on that then. When you come back bring some photographs of the site.

MR. ROSENBLUM: I have photographs.

MR. LUCIA: Obtain a copy of Mrs. Bonura's deed and title policy, I would like to see that also.

MR. FENWICK: The fees?

MR. LUCIA: The fees are paid.

-0-

-0-

-0-



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

Letters -
Postmarked -
by Oct. 28th -
(50)

October 22, 1992

Mary E. Bonura
87 Route 9W
New Windsor, NY 12553

Re: Tax Map Parcel 37-1-25, 37-1-26, 37-1-27, 37-1-28, 37-1-29

Dear Ms. Bonura:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$75.00, minus your deposit of \$25.00. Please remit the balance of \$50.00 to the Town Clerk's office.

Sincerely,

Leslie Cook/cp

Leslie Cook
SOLE ASSESSOR

LC/cp
Attachments
cc: Pat Barnhart

The People of the State of New York
50 Wolf Road
Albany, New York 12233

BCA Bowling - Newburgh Inc.
c/o John Sillcox
PO Box 74
Garden City, NY 11530

Dori Associates Inc.
PO Box 4097
New Windsor, NY 12553

Petro Realty of New York Inc.
111 Route 9W
New Windsor, NY 12553

Yonnone, Vincent J.
82 Merline Ave.
New Windsor, NY 12553

Trifam Associates
270 Main Street
Cornwall, NY 12518

Washburn, Ronald A. & Stephanie
44-52 Route 9W
New Windsor, NY 12553

Clarke, Charlotte
110 Caesars Lane
New Windsor, NY 12553

Plant, Edward R. &
Logan, Robert H.
31 Merritt St.
Port Chester, NY 10573

Saw Mill Sports Mgmt. Corp
72 Route 9W
New Windsor, NY 12553

Oestrich, Clayton F. & Frances
28 Faye Avenue
New Windsor, NY 12553

Cuccia, Joseph & Marilyn B.
32 Faye Ave.
New Windsor, NY 12553

Craig, Christopher & Kathryn M.
34 Faye Avenue
New Windsor, NY 12553

Mariotti, Robert L. Regina M.
36 Faye Avenue
New Windsor, NY 12553

Witkowski, Michael A. & Felicia M.
38 Faye Ave
New Windsor, NY 12553

Asinovsky, Izrail & Maria
48 Pearce Parkway
Pearl River, NY 10965

Marasco, Evelyn A.
37 Blooming Grove Turnpike
New Windsor, NY 12553

Chiovin, Peter & Lee C.
41 Blooming Grove Turnpike
New Windsor, NY 12553

Durham, Gary & Carol
45 Blooming Grove Turnpike
New Windsor, NY 12553

Church of the Nazarene of Newburgh
59 Blooming Grove Turnpike
New Windsor, NY 12553

Greene, Charles B. & Rosemarie
61 Blooming Grove Turnpike
New Windsor, NY 12553

Krawcyk, Stella & Frances
15 Nee Ave.
New Windsor, NY 12553

Myers, Michael
19 Nee Avenue
New Windsor, NY 12553

Slater, Florence May
23 Nee Ave.
New Windsor, NY 12553

Kiernan, James & Margaret
22 Nee Avenue
New Windsor, NY 12553

Wilkinson, Donald R. & Delores M.
26 Nee Avenue
New Windsor, NY 12553

Ciarimbali, Alfred
30 Nee Avenue
New Windsor, NY 12553

Lisi, John R. & Phyllis M.
34 Nee Avenue
New Windsor, NY 12553

Foti, Charles L. & Mary Louise
33 Faye Ave.
New Windsor, NY 12553

Jarvis, Robert & Florinda
31 Faye Ave.
New Windsor, NY 12553

Talerico, Louis & Tillie
29 Faye Ave.
New Windsor, NY 12553

Noe, Robert W. Sr.
7 Valley View Drive
New Windsor, NY 12553

Langer, Lewis & Emily
42 Faye Ave.
New Windsor, NY 12553

Langer, Myron & Jean
c/o Lewis Langer
44 Faye Ave.
New Windsor, NY 12553

Bonura, Mary E.
87 Route 9W South
Newburgh, NY 12550

Han Ung Motel & Realty Corp.
D/B/A Windsor Motels
114-124 Route 9W
New Windsor, NY 12553

Toyota of Newburgh
Route 9W
Newburgh, NY 12550

Bonnano, Joseph &
Piazzola, Michael &
Papera, Gabriel L.
c/o Allstate Can Corp.
40 Isabella St.
PO Box 677
Clifton, New Jersey 07012

McDonnell, William & Christine
40 Lafayette Drive
New Windsor, NY 12553

Turner, Richard & Diane J.
2 Lafayette Dr.
New Windsor, NY 12553

Belsito, Grace & Ralph F. Jr.
4 Lafayette Dr.
New Windsor, NY 12553

Niedbala, John S. & Betty
6 Lafayette Dr.
New Windsor, NY 12553

Llewellyn, Robert & Amelia
8 Lafayette Dr.
New Windsor, NY 12553

Conklin, Edward L. & Katherine
12 Lafayette Dr.
New Windsor, NY 12553

Cohen, Stanley C.
14 Lafayette Dr.
New Windsor, NY 12553

Nucifore, Alan & Deborah
16 Lafayette Dr.
New Windsor, NY 12553

Beyers, Edward C. & Marcia
18 Lafayette Dr.
New Windsor, NY 12553

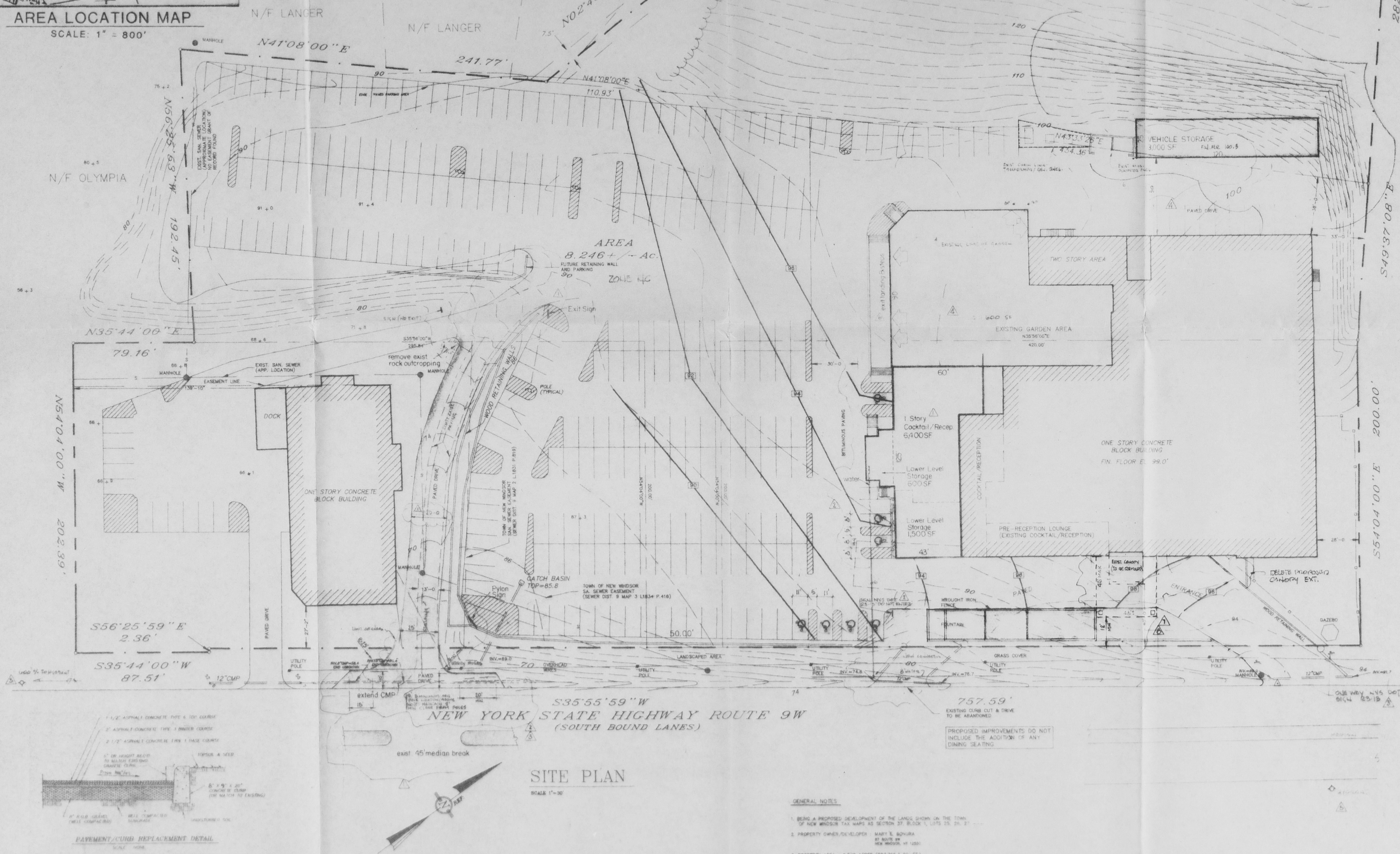
Artusa, Eugene
P.O. Box 2547
Newburgh, NY 12550

Valicenti, Audrey
108 9W South
New Windsor, NY 12553

G. Everette Gaillard Revocable Trust
G.E. Gaillard & S. Naversen, Trustees
c/o White Plains Hyundai
468 Tarrytown Rd.
White Plains, NY 10607



AREA LOCATION MAP
SCALE: 1" = 800'



SITE PLAN

SCALE: 1" = 30'

REQUIRED	ZONE	USE GROUP	MINIMUM LOT AREA (IN SQ. FT.)	MINIMUM LOT WIDTH (IN FT.)	REQUIRED FRONT YARD SETBACK (IN FT.)	REQUIRED SIDE YARD SETBACK (IN FT.)	REQUIRED REAR YARD SETBACK (IN FT.)	FLOOR AREA RATIO	MAXIMUM BUILDING HEIGHT (IN FT.)
PROPOSED PIER 9	NC	AA	10,000	100	40	15/30	40	30	OR 2 STORIES
PROPOSED MNP OFC/WH			287,363.3 +/-	787	40	28/400 +/-	40 +/-	30	
REQUIRED	R-4	C	25,000	125	35	15/30	40	10	

GENERAL NOTES

1. BEING A PROPOSED DEVELOPMENT OF THE LAND SHOWN ON THE TOWN OF NEW WINDSOR TAX MAPS AS SECTION 37, BLOCK 1, LOTS 23, 24, 27.
2. PROPERTY OWNER/DEVELOPER: MARCO & BOYURA, 80 ROUTE 9W, NEW WINDSOR, NY 12551.
3. PROPERTY AREA: 6.519 ACRES (287,363.3 SQ. FT.).
4. LOCAL RULE #4 AREA: 287,405.3 SQ. FT. = (287,363.3 +/- 14,760).
5. PROPERTY ZONE: NC.
6. EXISTING USE: A) CATERING RESTAURANT B) WAREHOUSE/OFFICE.
7. THIS SITE PLAN INFORMATION HEREON IS FROM FIELD SURVEY BY ELIAS S. GREVAS, L.S., DATED 26 OCT 1989.
8. ALL PROPOSED ROAD SPACES SHALL BE IN ACCORDANCE WITH THE N.Y.S. MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
9. PARKING REQUIRED: PIER 9: 1 SPACE PER 3 SEATS=250 SPACES. MNP SUPPLY: 1000 SQ. FEET OFFICE (1000/1000) SPACES. 6100 SQ. FEET WAREHOUSE (6100/1000) SPACES. TOTAL REQUIRED SPACES: 250 SPACES @ PIER 9, 6100 SPACES @ MNP SUPPLY.

LEGEND

- EXISTING BUILDING
- EXISTING UTILITY POLE
- EXISTING AREA LIGHTING
- EXISTING CATCH BASIN
- EXISTING SIGNAL BOX
- EXISTING TRAFFIC FLOW
- EXISTING ONE WAY STREET (SH-1 LANE)
- EXISTING ONE WAY STREET (SH-1 LANE)

ROSENBLUM A.I.A.
MARSHALL ROSENBLUM, AIA ARCHITECT
6 FULLERTON AVENUE
NEWBURGH, NEW YORK

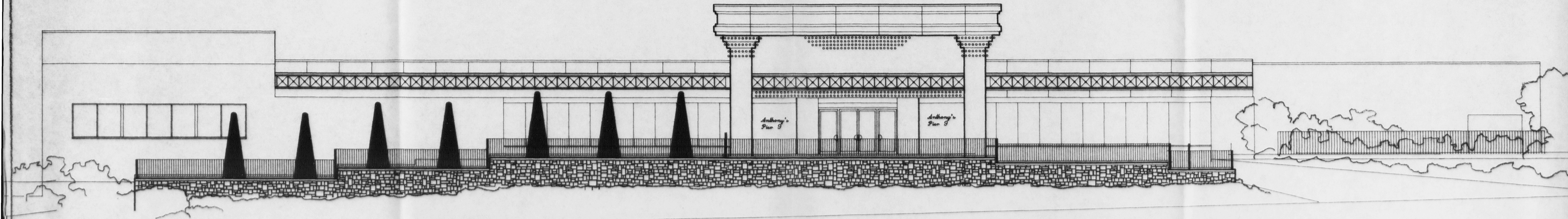
ANTHONY'S PIER 9
ROUTE 9W
NEW WINDSOR, NEW YORK

28 APRIL 1990

10 OCT 92

10 OCT 92

10 OCT 92



ANTHONY'S PIER 9
East Elevation

ROSENBLUM A.I.A.
MARSHALL ROSENBLUM, A.I.A. ARCHITECT